TABLE OF CONTENTS OF SPECIAL PROVISIONS

<u>Note:</u> This Table of Contents has been prepared for the convenience of those using this contract with the sole express purpose of locating quickly the information contained herein; and no claims shall arise due to omissions, additions, deletions, etc., as this Table of Contents shall not be considered part of the contract.

Table of Contents CONTRACT TIME AND LIQUIDATED DAMAGES..... NOTICE TO CONTRACTOR – PRE-BID QUESTIONS AND ANSWERS...... NOTICE TO CONTRACTOR - HAZARDOUS MATERIALS INVESTIGATIONS NOTICE TO CONTRACTOR - PROJECT DESCRIPTION..... NOTICE TO CONTRACTOR – SUBMITTALS..... NOTICE TO CONTRACTOR – POTENTIAL FOR ASBESTOS CONTAINING MATERIALS 7 NOTICE TO CONTRACTOR - CAD FILES...... 10 SECTION 1.07 – LEGAL RELATIONS AND RESPONSIBILITIES...... 12 ITEM #0101019A - INDOOR AIR QUALITY MANAGEMENT PLAN 51 PERMITS AND/OR REQUIRED PROVISIONS:152

Rev. Date 06-09-17

OCTOBER 31, 2018 FEDERAL AID PROJECT NO. N/A STATE PROJECT NO. 160-151

THE ROOF REPLACEMENT OF THE REPAIR FACILITY

Town of Willington

The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 817, 2016, as revised by the Supplemental Specifications dated January 2018 (otherwise referred to collectively as "ConnDOT Form 817") is hereby made part of this contract, as modified by the Special Provisions contained herein. Form 817 is available at the following DOT website link http://www.ct.gov/dot/cwp/view.asp?a=3609&q=430362. The current edition of the State of Connecticut Department of Transportation's "Construction Contract Bidding and Award Manual" ("Manual"), is hereby made part of this contract. If the provisions of this Manual conflict with provisions of other Department documents (not including statutes or regulations), the provisions of the Manual will govern. The Manual is available at the following DOT website link http://www.ct.gov/dot/cwp/view.asp?a=2288&q=259258. The Special Provisions relate in particular to http://www.ct.gov/dot/cwp/view.asp?a=2288&q=259258. The Special Provisions relate in particular to https://www.ct.gov/dot/cwp/view.asp?a=2288&q=259258.

CONTRACT TIME AND LIQUIDATED DAMAGES

If the Contractor fails to complete all construction activities by September 20, 2019, the Contractor will be assessed liquidated damages of Twenty One Hundred Dollars (\$2,100.00) per calendar day.

NOTICE TO CONTRACTOR - PRE-BID QUESTIONS AND ANSWERS

Questions pertaining to DOT advertised construction projects must be presented through the CTDOT Pre-Bid Q and A Website. The Department cannot guarantee that all questions will be answered prior to the bid date. PLEASE NOTE - at 9:00 am Monday (i.e. typical Wednesday Bid Opening) the project(s) being bid will be closed for questions, at which time questions can no longer be submitted through the Q and A Website.

Answers may be provided by the Department up to 12:00 noon, the day before the bid. At this time, the Q and A for those projects will be considered final, unless otherwise stated and/or the bid is postponed to a future date and time to allow for further questions and answers to be posted.

If a question needs to be asked the day before the bid date, please contact the Contracts Unit staff and email your question to dotcontracts@ct.gov immediately.

Contractors must identify their company name, contact person, contact email address and phone number when asking a question. The email address and phone number will not be made public.

The questions and answers (if any) located on the Q and A Website are hereby made part of the bid/contract solicitation documents (located on the State Contracting Portal), and resulting contract for the subject project(s). It is the bidder's responsibility to monitor, review, and become familiar with the questions and answers, as with all bid requirements and contract documents, prior to bidding. By signing the bid proposal and resulting contract, the bidder acknowledges receipt of, and agrees to the incorporation of the final list of Q and A, into the contract document.

Contractors will not be permitted to file a future claim based on lack of receipt, or knowledge of the questions and answers associated with a project. All bidding requirements and project information, including but not limited to contract plans, specifications, addenda, Q and A, Notice to Contractors, etc., are made public on the State Contracting Portal and/or the CTDOT website.

NOTICE TO CONTRACTOR – HAZARDOUS MATERIALS INVESTIGATIONS

A limited hazardous materials site investigation has been conducted at the Willington Repair Garage, Willington, Connecticut. The scope of inspection was limited to the roofing and associated components projected for impact.

The results of the investigation identified asbestos-containing-material (ACM) and other miscellaneous hazardous/regulated materials/items to be present which are projected to be impacted by the renovation project. No lead based paint (LBP) or polychlorinated biphenyl (PCB) caulks were identified which would be impacted by the renovation project.

The Contractor is hereby notified that these hazardous materials requiring special management or disposal procedures will be encountered during various construction activities conducted within the project limits. The Contractor will be required to implement appropriate health and safety measures for all construction activities impacting these materials. These measures shall include, but are not limited to, air monitoring, engineering controls, personal protective equipment and decontamination, equipment decontamination and personnel training. WORKER HEALTH AND SAFETY PROTOCOLS WHICH ADDRESS POTENTIAL AND/OR ACTUAL RISK OF EXPOSURE TO SITE SPECIFIC HAZARDS ARE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.

The Department, as Generator, will provide an authorized representative to sign all manifests and waste profile documentation required by disposal facilities for disposal of hazardous materials.

The Sections which shall be reviewed by the Contractor include, but are not limited to, the following:

- Item No. 0020801A Asbestos Abatement
- Item No. 0101143A Handling and Disposal of Regulated Items

The Contractor is alerted to the fact that a Department environmental consultant may be on site for abatement and related activities, to collect environmental samples (if necessary), and to observe site conditions for the State.

Information pertaining to the results of the limited hazardous materials investigation discussed can be found in the document listed below. This document shall be available for review electronically.

• Pre-Renovation Investigative Survey for Hazardous Building Materials, Willington DOT Repair Garage, Roof Replacement Project, Willington, Connecticut, TRC Environmental Corporation, August, 2018.

NOTICE TO CONTRACTOR – PROJECT DESCRIPTION

The Project consists of the roof replacement of the repair facility located in the town of Willington, Connecticut as shown and described in the Contract.

The work includes the removal of the existing EPDM and built-up roof and the installation of a Polyvinyl Chloride (PVC) membrane roof system.

Other related work includes the removal and replacement of the existing rooftop exhaust equipment, exhaust ducts, gutters and downspouts, roof hatch, roof ladders and fall protection system. The existing propane tank will be removed.

Environmental work associated with this project includes Asbestos Abatement and Handling and Disposal of Regulated Items as indicated in the <u>NOTICE TO CONTRACTOR – HAZARDOUS</u> MATERIALS INVESTIGATION.

NOTICE TO CONTRACTOR – SUBMITTALS

Unless otherwise noted, the Designer will be the "submittal reviewer."

Any Product Samples that are to be sent to the Designer requiring review for conformance with the Contract shall be transmitted by letter and hand delivered or sent by mail directly to Mr. Christopher Bonsignore, P.E., Transportation Principal Engineer, Facilities Design, Bureau of Engineering and Construction, Connecticut Department of Transportation, 2800 Berlin Turnpike, P.O. Box 317546, Newington, CT 06131-7546, Room 3405.

The Engineer will be the "submittal reviewer" for the following materials:

Demolition Plan

Disposal Plan

Certified Test Reports, Material Certificates, etc. from Form 817 Standard Items (non "A" Items from Bid List)

"Non-A" items, including those items in CSI-formatted Specifications

All test reports identified in CSI-formatted Specification except for Testing, Adjusting, and Balancing Reports

Environmental Compliance will be the "submittal reviewer" for review of work identified in the following special provisions:

- 1. Item No. 0020801A Asbestos Abatement.
- 2. Item No. 0101143A Handling and Disposal of Regulated Items
- 3. Item No. 0101019A Indoor Air Quality Management Plan

The Contractor shall send submittals e-mail alerts to the following key personnel:

Designer (Project Engineer): Shinel M. Mercado

Designer (Project Manager): Michael J. Strong

Construction Project Chief Inspector: Will be identified at Pre-Construction meeting. Construction Supervising Engineer: Will be identified at Pre-Construction meeting.

Owner: David Hartley

Add the following for submittals where Environmental Compliance is listed in <u>NOTICE TO CONTRACTOR – SUBMITTALS</u> as the "submittal reviewer:"

Environmental Designer (Project Engineer): Robert Reilly Environmental Designer (Project Manager): Amie Maines

Other key construction personnel will be identified at the Pre-Construction Meeting.

NOTICE TO CONTRACTOR – POTENTIAL FOR ASBESTOS CONTAINING MATERIALS

The Contractor shall submit manufacturer certification letters for all materials specified in the following Contract provisions (including CSI-formatted specifications contained within a particular special provision):

- 1. Adhesives, Insulation, Cover Board: Division 07 Section 075419, "Polyvinyl Chloride (PVC) Roofing."
- 2. Adhesives, Sealants: Division 07 Section 076200, "Sheet Metal Flashing and Trim."
- 3. Division 07 Section 079200, "Joint Sealants."
- 4. Sealants: Division 23 Section 0233423, "HVAC Power Ventilators."

The above list may not be all-inclusive and does not relieve the Contractor from its responsibility to provide manufacturer certification letters that are required under other Contract provisions. Furthermore, the Department may at any time require the Contractor to submit manufacturer certification letters proving that other materials do not contain asbestos.

NOTICE TO CONTRACTOR – PRE-INSTALLATION MEETINGS

The Engineer will conduct a pre-installation meeting at the Project Site before each of the following construction activities:

- 1. Predemolition: Form 817 Article 1.20-1.08.03 Prosecution of Work, subsection 5 Selective Demolition.
- 2. Roofing: CSI Division 7 Section 075419, "Polyvinyl-Chloride (PVC) Roofing."

The above list may not be all-inclusive and does not relieve the Contractor from its responsibility to provide pre-installation meetings that are required under other Contract provisions.

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NOTICE TO CONTRACTOR – CLOSEOUT DOCUMENTS

General: The list of special provisions (including CSI-formatted specifications) in the Table below may not be all-inclusive and does not relieve the Contractor from its responsibility to provide spare parts, operation and maintenance manuals, training, and warranties that are required under other Contract provisions.

Spare Parts: The Contractor shall deliver spare parts on products listed in the Table below to the Project Site.

<u>Operation and Maintenance Manuals</u>: Submit in accordance with Form 817 Article 1.20-1.08.14. The Designer and the Owner Mr. David A. Hartley, Office of Property and Facilities Services will review the manuals for conformance to the Contract.

<u>Product Maintenance Manual</u>: The Contractor shall provide complete information in the materials and finishes manual on products listed in the Table below.

<u>Equipment and Systems Maintenance Manuals</u>: The Contractor shall provide complete information in the equipment and systems manual on products listed in the Table below.

<u>Warranties</u>: Submit in accordance with Form 817 Article 1.20-1.08.14. The Designer and the Owner will review the warranties for conformance to the Contract.

The Contractor shall provide special warranties on products and installations listed in the Table.

TABLE

Special Provision (including CSI-formatted Specifications)	Warranties	Spare Parts	Training	Operation and Maintenance Manuals
CSI Section 075419, "Polyvinyl-Chloride (PVC) Roofing"	X			X
CSI Section 233423, "HVAC Power Ventilators"		X	X	X
CSI Section 233823, "Industrial Ventilating Equipment"		X	X	X

NOTICE TO CONTRACTOR – CAD FILES

The Contractor is hereby advised that CAD files will not be provided to construction contract bidders, the Contractor, or any subcontractor. Contract documents, including plans, are provided in Portable Document Format (PDF).

The Department AEC Applications unit has prepared technical reference materials on extending the utility of PDF contract plan sheets. See the <u>Repurposing PDF Contract Plan Sheets</u> web page (http://www.ct.gov/dot/cwp/view.asp?a=2288&Q=567262&PM=1).

The Contractor shall bid the Project accordingly.

SECTION 1.02 – PROPOSAL REQUIREMENTS AND CONDITIONS

Article 1.02.04 – Examination of Plans, Specifications, Special Provisions and Site of Work:

Replace the third sentence of the last paragraph with:

The Department cannot ensure a response to inquiries received later than ten (10) days prior to the original scheduled opening of the related bid.

SECTION 1.07 - LEGAL RELATIONS AND RESPONSIBILITIES

Article 1.07.10 - Contractor's Duty to Indemnify the State against Claims for Injury or Damage:

Add the following after the only paragraph:

"It is further understood and agreed by the parties hereto, that the Contractor shall not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, including any suit between the State and the Contractor, unless requested to do so by the State."

SECTION 1.20 – GENERAL CLAUSES FOR FACILITIES CONSTRUCTION

1.20-1.00 - Facilities Construction - General:

Add the following after the first paragraph:

"The Department has determined that this Project is Facilities Construction and therefore Section 1.20 applies."

1.20-1.05.02— Facilities Construction – Contractor Submittals:

Replace #1, #2, and #3.

1. General: If the plans prepared by the Department do not show complete details, they will show the necessary dimensions and preliminary details, which when used along with the other Contract documents, will enable the Contractor to prepare submittals necessary to complete the Contract work.

The Contractor is required to prepare submittals as Portable Document Format (PDF) files using Bluebeam Revu.

The Contractor is also required to acquire and maintain access to the Department's Bentley ProjectWise data management system portal. The minimum recommended internet speed is 25MB/sec. For reference, the Department's internet speed is 1 GB/sec.

The Contractor shall submit a "CT DOT ProjectWise – New User Form" to request user names and passwords. The Department will permit Web-based access and no more than 2 users for the Contractor.

The entry/log-in procedure is described in Section 3.2 of the CT DOT Digital Project Development Manual.

2. Submittal Preparation and Processing: The Contractor shall:

- (a) Coordinate preparation and processing of submittals with performance of construction activities;
- (b) Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay;
- (c) Coordinate each submittal with fabrication, purchasing, testing, delivery, and other submittals and related activities that require sequential activity;
- (d) Provide complete submittal packages as multi-page PDF's (Working Drawings, Shop Drawings, Product Data, Product Samples, and Quality Assurance Submittals, as applicable) for related elements of Project work for a concurrent review of all information. Incomplete submittal packages will be returned to the Contractor without being reviewed. Electronic PDF packages shall be limited to 75 MB unzipped; larger PDF packages will need to be broken up.

The Contractor shall allow at least 21 calendar days for initial submittal review by the submittal

reviewer, and allow additional time for such review if processing must be delayed to permit coordination with subsequent submittals. If a subsequent submittal is necessary, the Contractor shall allow at least 21 additional calendar days for processing each subsequent submittal. The submittal reviewer reserves the right to withhold action on a submittal if coordination with other submittals is necessary, until all related submittals are received. The submittal reviewer will promptly inform the Contractor when a submittal being processed must be delayed for such coordination.

The Contractor shall allow at least 28 calendar days for outside agency review of any submittal requiring their approval, including but not limited to the following: any utility, FTA, any railroad, DEEP, U.S. Coast Guard, Army Corps of Engineers, FM Global, and any Commissioning Authority.

The Engineer will not authorize an extension of Contract time because of the Contractor's failure to transmit submittals to the submittal reviewer or outside agencies sufficiently in advance of the work to permit processing.

The Contractor shall be limited to one acceptable submittal per product. Once a product has been accepted either as originally specified, or as an "Or Equal" to the product specified, the Contractor may elect to submit a subsequent product for consideration, but the Contractor shall be required to reimburse the Department for all costs associated with reviewing the subsequent request.

The Contractor shall attach a Submittal Transmittal Form to the beginning of each PDF submittal package. A blank Submittal Transmittal Form is located in ProjectWise "01.0 – Projects-Active" under the subfolder "120_Contractor_Submittals (PDF)" under the project number main folder. This form will be used for the Contractor to digitally certify that "Having reviewed this submittal, I certify that it is complete, accurate, coordinated in all aspects of the item being submitted and conforms to the requirements of the Contract in all respects, including all Federal requirements such as "Buy America", except as otherwise noted." The digital certification process is detailed in Section 2 of the CT DOT Digital Project Development Manual.

3. Transmittal of Submittals: The digitally certified PDF submittal package shall be uploaded into ProjectWise "01.0 – Projects-Active" under the subfolder "120_Contractor_Submittals (PDF)" under the project number main folder. The upload process is detailed in Section 3.2.1-3 of the CT DOT Digital Project Development Manual. The submittal reviewer will not act on submittals received in any other manner.

The Contractor shall attribute the submittal packages in ProjectWise using the following the following attributes and naming conventions:

a) Discipline: CTR

b) Main Category: CONTRACTORc) Sub Category: SUBMITTAL

d) Label: "XXX-Spec Reference-##"

- 1. "XXX" is the chronological submittal number created by the Contractor starting at 001.
- 2. "Spec Reference" is the 7-digit Contract Item No. (no "A" shall be included) for individual Contract items or is the 6-digit CSI Section number preceded by a "C" (making it a total of 7 digits) for the MLSI.
- 3. "##" is the submission attempt (01, 02, 03, etc.) of the submittal.
- e) Description: Brief description of submittal content labeled "Submittal *submittal content*."

The first submission for a particular item is the "01" submittal. Subsequent resubmittals (02, 03, etc.) are transmitted as described above only for those submittals or portions thereof returned to the Contractor with a "Revise and Resubmit" or "Rejected" disposition. The chronological submittal number shall not be revised on a resubmittal.

After uploading an initial or subsequent submittal, the Contractor shall provide e-mail notification to submittal reviewers and other key personnel at their business e-mail address that the submittals have been uploaded and are available for review. The Contractor shall provide a web link to the PDF submittal within their e-mail notification. The Contractor shall include the following information in the notification e-mail subject line in this order: *Project Number* - "XXX-Spec Reference-##" – "Description." The submittal review time begins when the submittal reviewer is notified by e-mail.

In the 4th paragraph of subsection e, insert "color" between the phrase "2 copies" in each location.

7. Coordination Drawings:

Add the following sentence before the last paragraph:

"The Contractor shall ensure the Coordination Drawings are signed by each installer indicating their approval prior to their submission."

11. Submittal Reviewer's-Action:

Delete the next to last paragraph "The Contractor shall mark up one set ... as a "Record Document." and replace it with:

"The Contractor shall mark up one set of Working Drawings (including any related calculations), Shop Drawings, and Coordination Drawings and retain them as a "Record Document."

1.20-1.05.05—Facilities Construction – Cooperation by Contractor:

Delete in its entirety and replace with:

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"The Contractor will be supplied by the Department with copies of the plans.

The Contractor shall maintain in good order, in a secure, fire-resistant location at the Project site, 2 copies of all plans, Special Provisions (including CSI-formatted specifications within a particular Special Provision), Addenda, submittals, Construction Orders, and other modifications, schedules and instructions. Both sets shall be available to the Engineer at all times. The Contractor shall keep one set clean of all markings. The Contractor shall mark one set of these documents to record all changes made during construction. The Contractor shall keep these documents current. The Contractor shall not permanently conceal any work until the required information has been recorded. The Engineer may withhold payments due to the Contractor should they fail to keep these documents current.

Record Drawings: The Contractor shall maintain a complete set of Record Drawings by maintaining a clean, undamaged set of blue or black line prints of Contract drawings (original Contract plans as modified by Addenda and Construction Orders), Working Drawings (including any related calculations), Shop Drawings, and Coordination Drawings. The Contractor shall mark whichever drawings within the set that is are most capable of showing conditions fully and accurately where the actual installation varies substantially from the Project work as originally shown. The Contractor shall include hyperlinks on the Contract drawings to cross-reference to the related Working Drawings, Shop Drawings, Coordination Drawings, as well as RFI's and RFC's. The Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. The Contractor shall mark record sets and use separate colors to distinguish between variations in separate categories of the Project work.

Record Specifications: The Contractor shall maintain one complete copy of the Record Specifications, including related Addenda, construction orders and modifications issued during construction. The Contractor shall (1) mark these documents to show substantial variations in actual Project work performed in comparison with the text of the Specifications and modifications, (2) take care to show clearly on these documents any selected options and information on concealed construction that would be difficult to view at a later date, (3) note related record drawing information and Product Data.

Record Reports: The Contractor shall maintain one binder of all miscellaneous records such as manufacturer startup reports, test reports, and Building and Fire Code inspection reports required by other Contract Provisions (including CSI-formatted Specifications within a particular Special Provision). The miscellaneous records shall be arranged systematically according to the organization of the Contract provisions.

Record Survey: The Contractor shall submit a Record Survey in accordance with other Contract requirements.

No Asbestos Certification: The Contractor shall complete and sign a certification letter assuring the Department that no asbestos-containing materials have been used in the construction of the Contract. The Department will not issue the Certificate of Compliance without this completed and signed certification form."

1.20-1.05.07—Facilities Construction – Coordination with Work by Other Parties:

Add the following after the last paragraph:

"The Contractor shall cooperate with the Engineer during construction operations to minimize conflicts and facilitate Engineer and Department personnel usage. The Contractor, the Engineer, and the Department personnel will coordinate construction operations and Department operations on a daily basis, if necessary."

1.20-1.05.08— Facilities Construction – Schedules and Reports:

Delete the first sentence and replace with the following:

"Transmittals of Schedules: The schedule package shall be uploaded into ProjectWise "01.0 – Projects-Active" under the subfolder "115_Contractor_Schedules" under the project number main folder. The specific work flow to do so will be distributed at the Preconstruction Meeting.

The Contractor shall attribute the submittal packages in ProjectWise using the following the following attributes and naming conventions:

- a) Discipline: CTR
- b) Main Category: CONTRACTOR
- c) Sub Category: SCHEDULE
- d) Label: "Project Number Schedule #XX Date"
- e) Description: "Schedule #XX Date"

After uploading a schedule (baseline bar chart, monthly update, biweekly, or recovery), the Contractor shall provide e-mail notification to submittal reviewers and other key personnel at their business e-mail address that the submittals have been uploaded and are available for review. The Contractor shall provide a web link to the schedule within their e-mail notification. The Contractor shall include the following information in the notification e-mail subject line in this order: "Project Number - Schedule #XX - Date"

When a project coordinator is not required by the Contract the following shall apply:"

1.20-1.05.23 – Facilities Construction – Requests for Information (RFI's) and Requests for Change (RFC's):

Delete the first paragraph and replace with the following:

"The Contractor shall upload all RFIs and RFCs into ProjectWise "01.0 – Projects-Active" under the subfolder "121_Contractor RFIs and RFCs" under the project number main folder. The specific work flow to do so will be distributed at the Preconstruction Meeting. The Contractor shall attribute the RFIs and RFCs in ProjectWise using the following the following attributes and naming conventions:

Discipline: CTR

Main Category: CONTRACTOR

Sub Category: RFI or RFC

Label: "Project Number – RFI #XX - Date" or "Project Number – RFC #XX - Date"

Description: "RFI #XX - Date" or "RFC #XX - Date"

After uploading the RFIs and RFCs, the Contractor shall provide e-mail notification to the Engineer at their business e-mail address that the submittals have been uploaded and are available for review. The Contractor shall provide a web link to the RFI or RFC within their e-mail notification. The Contractor shall include the following information in the notification e-mail subject line in this order: "Project Number - RFI #XX - Date" or "Project Number - RFC #XX - Date."

The Engineer will forward the RFI or RFC to the Designer for review. Upon receipt of an RFI or RFC, the Designer will attempt to determine if additional information is required from the Contractor to respond to the RFI or RFC and request said information from the Engineer."

1.20-1.06.03 – Facilities Construction – Storage

Delete the last sentence of paragraph 4 starting "Payment for off-site staging..."

1.20-1.06.08 – Facilities Construction – Warranties

Delete paragraph 8 starting "Prior to the date for the Substantial Completion Inspection to the end of the Article.

"Prior to the date of the Substantial Completion Inspection, the Contractor shall compile each required warranty, properly executed by the Contractor or any other required party. The warranties shall be uploaded into ProjectWise "01.0 – Projects-Active" under the subfolder "122_Contractor Closeout Documents" under the project number main folder. The specific work flow to do so will be distributed at the Preconstruction Meeting. The Contractor shall attribute the warranties in ProjectWise using the following the following attributes and naming conventions:

Discipline: CTR

Main Category: CONTRACTOR Sub Category: WARRANTIES

Label: "Project Number – Warranties"

Description: "Warranties"

After uploading the warranties, the Contractor shall provide e-mail notification to submittal reviewers and other key personnel at their business e-mail address that the warranties have been uploaded and are available for review. The Contractor shall provide a web link to the zipped folder within their e-mail notification. The Contractor shall include the following information in the notification e-mail subject line in this order: "*Project Number - Warranties*."

The Contractor shall submit warranties in PDF format, assembling the complete warranty submittal package into a single electronic PDF file with bookmarks enabling navigation to each item and providing a bookmarked table of contents at beginning of document. The Contractor shall place the warranty documents in an orderly sequence based on the organization of the Contract provisions (including specific CSI-formatted specifications contained within a particular Special Provision). Electronic PDF packages shall be limited to 75 MB unzipped; larger PDF packages will need to be broken up.

The Contractor shall include a description of the product or installation, including the name of the product, and the name, address and telephone number of the Contractor or pertinent subcontractor.

The Contractor shall furnish to the Department a written warranty for all Project work accompanied by a cover letter with the following contents:

[Addressed to:]

Commissioner of Transportation Department of Transportation P.O. Box 317546 Newington, Connecticut 06131-7546

Project Title and Number

[We] hereby warrant all materials and workmanship for all work performed under this Contract for a period of one (1) year from [date of issuance of C.O.C.] against failures of workmanship and materials in accordance with the Contract. Furthermore, as a condition of this warranty, [we] agree to have in place all insurance coverage identified in the Contract for the performance of any warranty work.

[Signature:] [Name of authorized signatory] [Title]

Upon determination by the Engineer that Project work covered by a warranty has failed, the Contractor shall replace or rebuild the work to an acceptable condition complying with Contract requirements. The Contractor is responsible for the cost of replacing or rebuilding defective construction or components and those which may have needed to be damaged or removed in order to cure the defective work including costs of material, equipment, labor, and material disposal, regardless of whether or not the State has benefited from use of the work through a portion of its anticipated useful service life. The Contractor shall respond to the Project Site when Project work covered by a warranty has failed within 3 calendar days, unless in the Engineer's opinion said failure is deemed to be an emergency, in which case the Contractor shall respond to the Project Site as directed by the Engineer.

When Project work covered by a warranty has failed and been corrected by replacement or rebuilding, the Contractor shall reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the time that remains on the original warranty period at the time of the

failure."

1.20-1.08.02—Facilities Construction – Establishment of Construction Field Office:

Delete the second paragraph.

1.20-1.08.04—Facilities Construction – Limitation of Operations:

Add following the last paragraph.

"The Contractor shall repair at its own expense any and all damage caused by construction operations to existing building unless said damage is scheduled as part of the Project work. The Contractor shall take all precautions necessary to protect the building and its occupants during the construction period."

The Contractor is hereby advised of the need to perform the following Project work related to the building when the building is unoccupied (between the hours of 4 p.m. and 6.a.m. or on weekends, except during winter storms) to minimize the impacts to the Department Personnel, unless otherwise approved by the Engineer:

- 1. Asbestos Abatement.
- 2. Handling and Disposal of Regulated Items
- 3. Demolition and salvage of materials.
- 4. Any work that negatively impacts the ability of Department Personnel from performing their assigned duties. This includes but is not limited to utility or building services work/interruptions."

The Contractor shall bid the Project accordingly.

1.20-1.08.14 – Facilities Construction – Acceptance of Project

Delete 4. Operation and Maintenance Manuals down to "Product Maintenance Manual" and replace with the following:

"4. Operation and Maintenance Manuals: Prior to the date of the Semi-Final Inspection, the Contractor shall compile operation and maintenance manuals in the form of instructional manuals for use by the Owner. The operation and maintenance manuals shall be uploaded into ProjectWise "01.0 – Projects-Active" under the subfolder "122_Contractor Closeout Documents" under the project number main folder. The specific work flow to do so will be distributed at the Preconstruction Meeting. The Contractor shall attribute the operational and maintenance manual packages in ProjectWise using the following the following attributes and naming conventions:

Discipline: CTR

Main Category: CONTRACTOR

Sub Category: OPERATION AND MAINTENANCE MANUALS

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Label: "Project Number – Operation and Maintenance Manuals - Description" Description: "Operation and Maintenance Manuals - Description"

After uploading the manuals, the Contractor shall provide e-mail notification to submittal reviewers and other key personnel at their business e-mail address that the submittals have been uploaded and are available for review. The Contractor shall provide a web link to the zipped folder manuals within their e-mail notification. The Contractor shall include the following information in the notification e-mail subject line in this order: "*Project Number - Operation and Maintenance Manuals – Description.*"

The Contractor shall submit manuals in the form of a multiple file composite electronic PDF file for each manual type required using electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size. Electronic PDF packages shall be limited to 75 MB unzipped; larger PDF packages will need to be broken up.

For each manual, the Contractor shall:

- (a) Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- (b) Provide a title page as the first page of each manual with the following information: subject matter covered by the manual; Contract number and title; date of submittal; name, address, and telephone number of the Contractor; and cross-reference to related systems in other sections.
- (c) Provide a table of contents, arranged systematically according to the organization of the Contract provisions (including specific CSI-formatted specifications within a particular Special Provision).
- (d) Provide a general information section immediately following the table of contents, listing each product included in the manual, identified by product name. The Contractor shall list the name, address, and telephone number of the subcontractor, the maintenance contractor, and the local source for replacement parts and equipment for each product.
- (e) Include manufacturer's standard data and mark each sheet to identify each part or product included in the Project, identify each product using appropriate references from the Contract, and delete references to information that is not applicable. The use of project record documents as part of operation and maintenance manuals is not permitted.
- (f) Prepare supplementary text to provide operation and maintenance information when the manufacturer's standard data is not available or the data is insufficient and the information is necessary for proper operation and maintenance of equipment or systems, organize text in a consistent format under separate headings for each procedure, and provide a logical sequence of instruction for each operation or maintenance procedure.
- (g) Provide drawings where necessary in order to supplement manufacturer's data to illustrate the relationship of component parts of equipment or systems or to provide control or flow diagrams. The Contractor shall coordinate these drawings with information contained in project record drawings to ensure correct illustration of the completed installation. The

- use of Project record documents as part of operation and maintenance manuals is not permitted.
- (h) Provide estimated life cycle costs to maintain each product included in the manual to reach maximum useful life (i.e. annual, mid-life overhaul, end of life overhaul, or programmed interval replacement)."

Delete the last 2 paragraphs of 5. Training ("The Contractor shall submit ... owner for unlimited reproduction.") and replace with the following:

"The Contractor shall video record each training session."

Add New Section:

"1.20-1.10.09 – Facilities Construction – Compliance with Existing Site Permits

The Contractor shall conduct its operations in conformance with the permit requirements established by Federal, State and municipal laws and regulations.

In addition to permits obtained by the Department specifically for the Project, facilities have existing site specific permits and regulatory requirements related to site operational activities. The specific permits and regulatory requirements will be identified in the Contract. The Contractor shall become familiar with these requirements and shall conduct their operations in conformance with these requirements.

The Contractor shall be responsible for, and hold the State harmless from, any penalties or fines assessed by any authority due to the Contractor's failure to comply with any term of an applicable environmental permit."

ON-THE-JOB TRAINING (OJT) WORKFORCE DEVELOPMENT PILOT:

Description

To provide construction industry related job opportunities to minorities, women and economically disadvantaged individuals; and to increase the likelihood of a diverse and inclusive workforce on Connecticut Department of Transportation (ConnDOT) projects.

All contractors (existing and newcomers) will be automatically placed in the Workforce Development Pilot. Standard OJT requirements typically associated with individual projects will no longer be applied at the project level for new projects. Instead, these requirements will be applicable on an annual basis for each contractor performing work on ConnDOT projects.

The OJT Workforce Development Pilot will allow a contractor to train employees on Federal, State and privately funded projects located in Connecticut. However, contractors should give priority to training employees on ConnDOT Federal-Aid funded projects.

Funding

The Department will establish an OJT fund annually from which contractors may bill the Department directly for eligible trainee hours. The funds for payment of trainee hours on federal-aid projects will be allocated from the ½ of 1% provided for OJT funding, and will be based on hours trained, not to exceed a maximum of \$25,000.00 per year; per contractor.

Minorities and Women

Developing, training and upgrading of minorities, women and economically disadvantaged individuals toward journeyperson level status is the primary objective of this special training provision. Accordingly, the Contractor shall make every effort to enroll minority, women and economically disadvantaged individuals as trainees to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training whether a member of a minority group or not.

Assigning Training Goals

The Department, through the OJT Program Coordinator, will assign training goals for a calendar year based on the contractor's past two year's activities and the contractor's anticipated upcoming year's activity with the Department. At the beginning of each year, all contractors eligible will be contacted by the Department to determine the number of trainees that will be assigned for the upcoming calendar year. At that time, the Contractor shall enter into an agreement with the Department to provide a self-imposed on-the-job training program for the calendar year. This agreement will include a specific number of annual training goals agreed to by both parties. The number of training assignments may range from one (1) to six (6) per

contractor per calendar year. Each January, a summary of the trainees required and the OJT Workforce Development Pilot package will be sent to participating contractors. The number of trainees assigned to each contractor in the summary will increase proportionately not to exceed 6, as shown in the following table. This package will also be provided to contractors as they become newly eligible for the OJT Workforce Development Pilot throughout the remainder of the year. Projects awarded after September 30 will be included in the following year's Program.

The dollar thresholds for training assignments are as follows:

\$4.5 - 8 million=	1 trainee
9 - 15 million =	2 trainees
\$16 – 23 million=	3 trainees
\$24 – 30 million=	4 trainees
\$31 – 40 million=	5 trainees
\$41 - and above =	6 trainees

Training Classifications

Preference shall be given to providing training in the following skilled work classifications. However, the classifications established are not all-inclusive:

Equipment Operators	Electricians
Laborers	Painters

Carpenters Iron / Reinforcing Steel Workers

Concrete Finishers Mechanics
Pipe Layers Welders

The Department has on file common training classifications and their respective training requirements; that may be used by the contractors. Contractors shall submit new classifications for specific job functions that their employees are performing. The Department will review and recommend for acceptance the new classifications proposed by contractors, if applicable. New classifications shall meet the following requirements:

Proposed training classifications are reasonable and realistic based on the job skill classification needs, and the number of training hours specified in the training classification is consistent with common practices and provides enough time for the trainee to obtain journeyman level status.

Where feasible, 25% percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman level status or in which they have been employed as a journeyman.

Records and Reports

The Contractor shall maintain enrollment in the program and submit all required reports documenting company compliance under these contract requirements. These documents and any other information shall be submitted to the OJT Program Coordinator as requested.

Upon the trainee's completion and graduation from the program, the Contractor shall provide each trainee with a certification Certificate showing the type and length of training satisfactorily completed.

Trainee Interviews

In order to determine the continued effectiveness of the OJT Program in Connecticut, the department will periodically conduct personal interviews with current trainees and may survey recent graduates of the program. This enables the OJT Program Coordinator to modify and improve the program as necessary. Trainee interviews are generally conducted at the job site to ensure that the trainees' work and training is consistent with the approved training program.

Trainee Wages

Contractors shall compensate trainees on a graduating pay scale based upon a percentage of the prevailing minimum journeyman wages (Davis-Bacon Act). Minimum pay shall be as follows:

60 percent	of the journeyman wage for the first half of the training period
75 percent	of the journeyman wage for the third quarter of the training period
90 percent	of the journeyman wage for the last quarter of the training period

In no case, will the trainee be paid less than the prevailing rate for general laborer as shown in the contract wage decision (must be approved by the Department of Labor).

Achieving or Failing to Meet Training Goals

The Contractor will be credited for each trainee currently enrolled or who becomes enrolled in the approved training program and providing they receive the required training under the specific training program. Trainees will be allowed to be transferred between projects if required by the Contractor's schedule and workload. The OJT Program Coordinator must be notified of transfers within five (5) days of the transfer or reassignments by e-mail (Phylisha.Coles@ct.gov).

Where a contractor does not or cannot achieve its annual training goal with female or minority trainees, they must produce adequate Good Faith Efforts documentation. Good Faith Efforts are those designed to achieve equal opportunity through positive, aggressive, and continuous result-oriented measures. 23 CFR § 230.409(g) (4). Contractors should request minorities and females from unions when minorities and females are under-represented in the contractor's workforce.

Whenever a contractor requests ConnDOT approval of someone other than a minority or female, the contractor <u>must submit documented evidence of its Good Faith Efforts</u> to fill that position with a minority or female. When a non-minority male is accepted, a contractor must continue to attempt to meet its remaining annual training goals with females and minorities.

Where a contractor has neither attained its goal nor submitted adequate Good Faith Efforts documentation, ConnDOT will issue a letter of non-compliance. Within thirty (30) days of receiving the letter of non-compliance, the contractor must submit a written Corrective Action Plan (CAP) outlining the steps that it will take to remedy the non-compliance. The CAP must be approved by ConnDOT. Failure to comply with the CAP may result in your firm being found non-responsive for future projects.

Measurement and Payment

Optional reimbursement will be made to the contractor for providing the required training under this special provision on ConnDOT Federal-Aid funded projects only.

Contractor will be reimbursed at \$0.80 for each hour of training given to an employee in accordance with an approved training or apprenticeship program. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement.

Reimbursement for training is made annually or upon the trainees completion and not on a monthly basis. No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyperson, is caused by the Contractor.

Program reimbursements will be made directly to the prime contractor on an annual basis. To request reimbursement, prime contractors must complete the Voucher for OJT Workforce Development Pilot Hourly Reimbursement for each trainee in the OJT Program. This form is included in the OJT Workforce Development Pilot package and is available on the Department's web site at:

www.ct.gov/dot

The completed form must be submitted to the Office of Contract Compliance for approval. The form is due on the 15th day of January for each trainee currently enrolled and for hours worked on ConnDOT Federal-Aid funded projects only.

SMALL CONTRACTOR AND SMALL CONTRACTOR MINORITY BUSINESS ENTERPRISES (SET-ASIDE)

March, 2001

NOTE: Certain of the requirements and procedures stated in this "Special Provision" are applicable prior to the execution of the Contract.

I. **GENERAL**

- A. The Contractor shall cooperate with the Connecticut Department of Transportation (CONNDOT) in implementing the required contract obligations concerning "Small Contractor" and "Small Contractor Minority Business Enterprise" use on this Contract in accordance with Section 4a-60g of the Connecticut General Statutes as revised. References, throughout this "Special Provision", to "Small Contractors" are also implied references to "Small Contractor Minority Business Enterprises" as both relate to Section IIA of these provisions. The Contractor shall also cooperate with CONNDOT in reviewing the Contractor's activities relating to this provision. This "Special Provision" is in addition to all other equal opportunity employment requirements of this Contract.
- B. For the purpose of this "Special Provision", the "Small Contractor(s)" and "Minority Business Enterprise(s)" named to satisfy the set-aside requirement must be certified by the Department of Administrative Services, Business Connections/ Set-Aside Unit [(860) 713-5236 www.das.state.ct.us/busopp.htm] as a "Small Contractor" and "Minority Business Enterprises" as defined by Section 4a-60g Subsections (1) and (3) of the Connecticut General Statutes as revised and is subject to approval by CONNDOT to do the work for which it is nominated pursuant to the criteria stipulated in Section IIC-3.
- C. Contractors who allow work which they have designated for "Small Contractor" participation in the pre-award submission required under Section IIC to be performed by other than the approved "Small Contractor" organization and prior to concurrence by CONNDOT, will not be paid for the value of the work performed by organizations other than the "Small Contractor" designated.
- D. If the Contractor is unable to achieve the specified contract goals for "Small Contractor" participation, the Contractor shall submit written documentation to CONNDOT's Manager of Construction Operations indicating his/her good faith efforts to satisfy goal requirements. Documentation is to include but not be limited to the following:

- 1. A detailed statement of the efforts made to select additional subcontract opportunities for work to be performed by each "Small Contractor" in order to increase the likelihood of achieving the stated goal.
- 2. A detailed statement, including documentation of the efforts made to contact and solicit contracts with each "Small Contractor", including the names, addresses, dates and telephone numbers of each "Small Contractor" contacted, and a description of the information provided to each "Small Contractor" regarding the scope of services and anticipated time schedule of items proposed to be subcontracted and the nature of response from firms contacted.
- 3. For each "Small Contractor" that placed a subcontract quotation which the Contractor considered not to be acceptable, provide a detailed statement of the reasons for this conclusion.
- 4. Documents to support contacts made with CONNDOT requesting assistance in satisfying the contract specified or adjusted "Small Contractor" dollar requirements.
- 5. Document other special efforts undertaken by the Contractor to meet the defined goal.
- E. Failure of the Contractor to have at least the specified dollar amount of this contract performed by "Small Contractor" as required in Section IIA of this "Special Provision" will result in the reduction in contract payment to the Contractor by an amount equivalent to that determined by subtracting from the specific dollar amount required in Section IIA, the dollar payments for the work actually performed by each "Small Contractor". The deficiency in "Small Contractor" achievement, will therefore, be deducted from the final contract payment. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified or adjusted dollar amount to the satisfaction of CONNDOT, no reduction in payments will be imposed.
- F. All records must be retained for a period of three (3) years following completion of the contract and shall be available at reasonable times and places for inspection by authorized representatives of CONNDOT.
- G. Nothing contained herein, is intended to relieve any contractor or subcontractor or material supplier or manufacturer from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

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II. SPECIFIC REQUIREMENTS

In order to increase the participation of "Small Contractors", CONNDOT requires the following:

A. Not less than <u>10</u> (%) percent of the **final** value of this Contract shall be subcontracted to and performed by, and/or supplied by, manufactured by and paid to "Small Contractors" and/or "Small Contractors Minority Business Enterprises".

If the above percentage is zero (0%) <u>AND</u> an asterisk (*) has been entered in the adjacent brackets [], this Contract is 100% solely set-aside for participation by "Small Contractors" and/or "Small Contractors Minority Business Enterprises".

- B. The Contractor shall assure that each "Small Contractor" will have an equitable opportunity to compete under this "Special Provision", particularly by arranging solicitations, time for the preparation of Quotes, Scope of Work, and Delivery Schedules so as to facilitate the participation of each "Small Contractor".
- C. The Contractor shall provide to CONNDOT's Manager of Contracts within Seven (7) days after the bid opening the following items:
 - 1. An affidavit (Exhibit I) completed by each named "Small Contractor" subcontractor listing a description of the work and indicating the dollar amount of all contract(s) and/or subcontract(s) that have been awarded to him/her for the current State Fiscal Year (July 1 June 30) does not exceed the Fiscal Year limit of \$10,000,000.00.
 - 2. A certification of work to be subcontracted (Exhibit II) signed by both the Contractor and the "Small Contractor" listing the work items and the dollar value of the items that the nominated "Small Contractor" is to perform on the project to achieve the minimum percentage indicated in Section IIA above.
 - 3. A certification of past experience (Exhibit III) indicating the scope of work the nominated "Small Contractor" has performed on all projects, public and private, for the past two (2) years.
 - 4. In instances where a change from the originally approved named "Small Contractor" (see Section IB) is proposed, the Contractor is required to submit, in a reasonable and expeditious manner, a revised submission, comprised of the documentation required in Section IIC, Paragraphs 1, 2 and 3 and Section E together with documentation to substantiate and

GENERAL.

justify the change, (i.e., documentation to provide a basis for the change) to CONNDOT's Manager of Construction Operations for its review and approval prior to the implementation of the change. The Contractor must demonstrate that the originally named "Small Contractor" is unable to perform in conformity to specifications, or unwilling to perform, or is in default of its contract, or is overextended on other jobs. The Contractor's ability to negotiate a more advantageous contract with another "Small Contractor" is not a valid basis for change. Documentation shall include a letter of release from the originally named "Small Contractor" indicating the reason(s) for the release.

- D. After the Contractor signs the Contract, the Contractor will be required to meet with CONNDOT's Manager of Construction Operations or his/her designee to review the following:
 - 1. What is expected with respect to the "Small Contractor" set aside requirements.
 - 2. Failure to comply with and meet the requirement can and will result in monetary deductions from payment.
 - 3. Each quarter after the start of the "Small Contractor" the Contractor shall submit a report to CONNDOT's Manager of Construction Operations indicating the work done by, and the dollars paid to each "Small Contractor" to date.
 - 4. What is required when a request to sublet to a "Small Contractor" is submitted.
- E. The Contractor shall submit to CONNDOT's Manager of Construction Operations all requests for subcontractor approvals on standard forms provided by the Department.

If the request for approval is for a "Small Contractor" subcontractor for the purpose of meeting the contract required "Small Contractor" percentage stipulated in Section IIA, a copy of the legal contract between the Contractor and the "Small Contractor" subcontractor must also be submitted at the same time. Any subsequent amendments or modifications of the contract between the Contractor and the "Small Contractor" subcontractor must also be submitted to CONNDOT's Manager of Construction Operations with an explanation of the change(s). The contract must show items of work to be performed, unit prices and, if a partial item, the work involved by both parties.

In addition, the following documents are to be attached:

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- (1) A statement explaining any method or arrangement for renting equipment. If rental is from a Contractor, a copy of Rental Agreement must be submitted.
- (2) A statement addressing any special arrangements for manpower.
- (3) A statement addressing who will purchase material.
- F. Contractors subcontracting with a "Small Contractor" to perform work or services as required by this "Special Provision" shall not terminate such firms without advising CONNDOT, in writing, and providing adequate documentation to substantiate the reasons for termination if the designated "Small Contractor" firm has not started or completed the work or the services for which it has been contracted to perform.

G. Material Suppliers or Manufacturers

If the Contractor elects to utilize a "Small Contractor" supplier or manufacturer to satisfy a portion or all of the specified dollar requirements, the Contractor must provide the Department with:

- 1. An executed Affidavit Small Contractor (Set-Aside) Connecticut Department of Transportation Affidavit Supplier or Manufacturer (sample attached), and
- 2. Substantiation of payments made to the supplier or manufacturer for materials used on the project.

Brokers and packagers shall not be regarded as material Suppliers or manufacturer.

H. Non-Manufacturing or Non-Supplier "Small Contractor" Credit

Contractors may count towards its "Small Contractor" goals the following expenditures with "Small Contractor" firms that are not manufacturers or suppliers:

1. Reasonable fees or commissions charged for providing a <u>bona fide</u> service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, material or supplies necessary for the performance of the contract provided that the fee or commission is determined by the Department of Transportation to be reasonable and consistent with fees customarily allowed for similar services.

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- 2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Department of Transportation to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined by the Department of Transportation to be reasonable and not excessive as compared with fees customarily allowed for similar services.

III. **BROKERING**

For the purpose of this "Special Provision", a "Broker" is one who acts as an agent for others in negotiating contracts, purchases, sales, etc., in return for a fee or commission. Brokering of work by a "Small Contractor" is not allowed and is a contract violation.

IV. PRE-AWARD WAIVERS:

If the Contractor's submission of the "Small Contractor" listing, as required by Section IIC indicates that it is unable, by subcontracting to obtain commitments which at least equal the amount required by Section IIA, it may request, in writing, a waiver of up to 50% of the amount required by Section IIA. To obtain such a waiver, the Contractor must submit a completed "Application for Waiver of Small Contractor Minority Business Enterprise Goals" to CONNDOT's Manager of Contracts which must also contain the following documentation:

- 1. Information described in Section ID.
- 2. For each "Small Contractor" contacted but unavailable, a statement from each "Small Contractor" confirming its unavailability.

Upon receipt of the submission requesting a waiver, the CONNDOT's Manager of Contracts shall submit the documentation to the Director of the Office of Contract Compliance who shall review it for completeness. After completion of the Director of Contract Compliance's review, she/he should write a narrative of his/her findings of the application for a waiver, which is to include his/her recommendation. The Director of Contract Compliance shall submit the written narrative to the Chairperson of the DBE Screening Committee at least five (5) working days before the scheduled meeting. The Contractor shall be invited to attend the meeting and present his/her position. The DBE Screening Committee shall render a decision on the waiver request within five (5)

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working days after the meeting. The DBE Screening Committee's decision shall be final. Waiver applications are available from the CONNDOT Manager of Contracts.

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SMALL CONTRACTOR/*MINORITY BUSINESS ENTERPRISE (* Delete if not Applicable)

(* Delete if not Applicable) SET-ASIDE PROGRAM (QUALIFICATION AFFIDAVIT)

		(QUALIFICATION	N AFFIDAVII)					
PROJECT(s) _								
	(1)	NCLUDING TOWN	& DESCRIPTION)					
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OF	NAME OF PA	ARTY SIGNING AF	FFIDAVIT,DO HEREBY CERTIFY					
KNOWLEDGE PROGRAM - C	PERSON I THAT THE INFORMATION S . AS OF THIS DATE_ CONTRACTS AND/OR SUBCO IS AS FOLLOWS:		IS TRUE AND ACCURATE THE LIST OF SM	ALL CONTRACTOR SET-ASIDE				
Col. 1 TOWN AND PROJECT NUMBER	STATE AGENCY WHICH AWARDED CONTRACT	Col. 3 CONTRACT AMOUNT AWARDED UNDER THIS PROGRAM	Col. 4 AMOUNT OF WORK SUBCONTRACTED FROM OTHER FIRMS UNDER THIS PROGRAM	Col. 5 TOTAL AMOUNT OF ALL WORK UNDER THIS PROGRAM Col. 3 Plus Col. 4				
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	E THAT ALL THE WORK AWA A FISCAL YEAR (JULY 1-JUI			BE MORE THAN \$10,000,000.00				

Small Contractor/*Minority Business Enterprise (Subcontractor)	Signed By				Name, Address & Tel No. ITEM(s)NUMBER(s) and of the Nominated Firm Description of the Item(s) to be performed by and paid to the Subcontractor	Listed below is the Nominated Small Contractor/Minority Business Enterprise for the above project and the requested data:					PLEASE INCLUDE A COPY OF CERTIFICATION LETTER	2800 BERLIN TURNPIKE NEWINGTON, CT 06111	DEPARTMENT OF TRANSPORTATION
ss Enterprise					BER(s) and the Item(s) d by and paid	эг/Minority Busine					ATION LETTER		NOMINAT
	Signed By				Quantities (indicate if partial)	ss Enterprise for th							CERTIFICATION ED SMALL CONT
Cor					Prime's Bid Amount For Item	e above project and th		CONTR	DESCR	NWOT	ADDRESS	CONTR	CERTIFICATION OF WORK TO BE SUBCONTRACTED ED SMALL CONTRACTOR/*MINORITY BUSINESS EN
Contractor					Dollar Amount Subcontracted Subcontracted D	e requested data:		CONTRACT BID AMOUNT \$	DESCRIPTION OF PROJECT		ESS	CONTRACTOR	CERTIFICATION OF WORK TO BE SUBCONTRACTED NOMINATED SMALL CONTRACTOR/*MINORITY BUSINESS ENTERPRISE
					Small Business Set-Aside Dollar Requirement		DATE			PROJECT NO.			* Delete if not applicable

D.O.T. PROJECT NO.		AND DESCRIPTION APPLICABLE	PROJECT LOCATION	PLEASE LIST ALL CONS		EXHIBIT III
		AMOUNT	CONTRACT	STRUCTION PROJECTS YO	SI	
SIGNED BY: SMALL BUSINESS CONTRACTOR *MINORITY BUSINESS ENTERPRISES * Delete if not applicable	SUBCONTRACTOR GIVE CONTRACTORS NAME	PRIME GIVE OWNERS NAME IF WORK PERFORMED AS	IF WORK PERFORMED AS	PLEASE LIST ALL CONSTRUCTION PROJECTS YOUR ORGANIZATION HAS WORKED ON IN THE PAST TWO FISCAL YEARS	SMALL CONTRACTOR / * MINORITY BUSINESS ENTERPRISES	CERTIFICATION PAST CONSTRUCTION EXPERIENCE
	START DATE	INESS ENTERPRI IN THE PAST TW	INESS ENTERPRI	<u>N</u> ERIENCE		
	DATE	ESTIMATED COMPLETION	ACTUAL OR	O FISCAL YEARS	SES	
		OF OWNER OR PRIME CONTRACTOR AS	NAME AND PHONE		* Delete if not applicable	Mar.01

MARCH, 2001

SMALL CONTRACTOR/SMALL CONTRACTOR MINORITY BUSINESS ENTERPRISE (MBE) (SET-ASIDE) CONNECTICUT DEPARTMENT OF TRANSPORTATION AFFIDAVIT – SUPPLIER OR MANUFACTURER

This affidavit must be completed by the State Contractor's designated Small Contractor/Small Contractor Minority Business Enterprise (MBE), notarized and attached to the contractor's request to utilize a Small Contractor/Small Contractor Minority Business Enterprise (MBE) supplier or manufacturer as a credit towards its Small Contractor/Small Contractor Minority Business Enterprise (MBE) contract requirement; failure to do so will result in not receiving credit towards the contract Small Contractor/Small Contractor Minority Business Enterprise (MBE) requirement.

I,, actin	ng in behalf of
(Name of person signing Affidavit) of which I am	ng in behalf of(Small Contractor/Small Contractor MBE contractor person, n the affirm that(Small
firm, association or certify and corporation)	(Title of Person) (Smallis a certified Small Contractor/Small
Contractor/Small Contractor MBE person, firm, association or co	corporation) efined by Section 4a-60g of the Connecticut General
Statutes, as revised.	
I further certify and affirm that	Contractor/Small Contractor MBE person, firm, association or corporation)
will assume the actual and contractual responsi	ibility for the provision of the materials and/or supplies
(State Contractor)	If a manufacturer, I produce goods from raw
	ale, or if a supplier, I perform a commercially useful
function in the supply process.	
I understand that false statements marevised).	ade herein are punishable at Law (Sec. 53a-157, CGS, as
ievised).	
(Name of Small Contractor/Small Co	ontractor MBE person, firm, association or corporation)
(Signature and Title of Official maki	ing the Affidavit)
Subscribed and sworn to before me, the	day of 200
Notare Dublic (Commission of the Commission	Count
Notary Public (Commissioner of the Superior Commissioner of the Superior C	Court)
My Commission Expires	

CERTIFICATE OF CORPORATION

I,	, certify that I am the	
	on named in the foregoing instrument; that I have been du	
the seal of the Corporation	to such papers as require the seal; that	, who
signed said instrument on	behalf of the Corporation, was then	of
	instrument was duly signed for and in behalf of said Corp	
	is within the scope of its corporation powers.	
or no governing oody and	is within the scope of its corporation powers.	
	(Signature of Person Certifying)	(Date)
	(Signature of Ferson Certifying)	(Date)
(Corporate Seal)		

ITEM #0020801A - ASBESTOS ABATEMENT

Description:

Work under this item shall include the abatement of asbestos containing materials (ACM) and associated work by persons who are knowledgeable, qualified, trained and licensed in the removal, treatment, handling, and disposal of ACM and the subsequent cleaning of the affected environment. ACM shall include material composed of any type of asbestos in amounts greater than one percent (1%) by weight. The Contractor performing this work shall possess a valid Asbestos Abatement Contractor license issued by the Connecticut Department of Public Health (CTDPH).

These Specifications govern all work activities that disturb asbestos containing materials. All activities shall be performed in accordance with, but not limited to, the current revision of the OSHA General Industry Standard for Asbestos (29 CFR 1926.1001), the OSHA Asbestos in Construction Regulations (29 CFR 1926.1101), the USEPA Asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP) Regulations (40 CFR Part 61 Subpart M), the CTDPH Standards for Asbestos Abatement, Licensure and Training (19a-332a-1 through 16, 20-440-1 through 9 & 20-441), and the CTDEEP Special Waste Disposal Regulations (22a-209-8(i)).

The asbestos abatement work shall include the removal and disposal of all ACM as identified on the Contract Plans and Specifications prior to the planned renovation/demolition project.

Deviations from these Specifications require the written approval of the Engineer.

The Contractor may elect to utilize an Alternative Work Practice (AWP), if approved by the CTDPH and the Engineer prior to the initiation of the abatement activities. An AWP is a variance from certain CTDPH asbestos regulatory requirements, which must provide the equivalent or a greater measure of asbestos emission control than the standard work practices prescribed by the CTDPH.

Materials:

All materials shall be delivered to the job site in the original packages, containers, or bundles bearing the name of the manufacturer, the brand name and product technical description.

No damaged or deteriorating materials shall be used. If material becomes contaminated with asbestos, the material shall be decontaminated or disposed of as asbestos-containing waste material. The cost to decontaminate and dispose of this material shall be at the expense of the Contractor.

Fire retardant polyethylene sheet shall be in roll size to minimize the frequency of joints, with factory label indicating four (4) or six (6) mil thickness.

Six (6) mil polyethylene disposable bags shall have pre-printed OSHA/EPA/DOT labels and shall be transparent.

Tape (or equivalent) capable of sealing joints in adjacent polyethylene sheets and for the attachment of polyethylene sheets to finished or unfinished surfaces must be capable of adhering under both dry and wet conditions.

Surfactant is a chemical wetting agent added to water to improve penetration and shall consist of fifty (50) percent polyoxyethylene ether and fifty (50) percent polyoxyethylene ester, or equivalent. The surfactant shall be mixed with water to provide a concentration one (1) ounce surfactant to five (5) gallons of water, or as directed by the manufacturer.

Spray equipment must be capable of mixing necessary chemical agents with water, generating sufficient pressure and volume; and equipped with adequate hose length to access all necessary work areas.

Sanders, grinders, wire brushes and needle-gun type removal equipment shall be equipped with a High Efficiency Particulate Air (HEPA) filtered vacuum dust collection system.

Containers for storage, transportation and disposal of asbestos containing waste material shall be impermeable and both air and watertight.

Labels and warning signs shall conform to OSHA 29 CFR 1926.1101, USEPA 40 CFR Part 61.152, and USDOT 49 CFR Part 172 as appropriate.

Encapsulant, a material used to chemically entrap asbestos fibers to prevent these fibers from becoming airborne, shall be of the type which has been approved by the Engineer. Use shall be in accordance with manufacturer's printed technical data. The encapsulant shall be clear and must be compatible with new materials being installed, if any.

Mastic removal chemicals shall be low odor and non-citrus based, with a flash point in excess of 140° F.

Any planking, bracing, shoring, barricades and/or temporary sheet piling, necessary to appropriately perform work activities shall conform to all applicable federal, state and local regulations.

Air filtration devices and vacuum units shall be equipped with HEPA filters.

Construction Methods:

(1) Pre-Abatement Submittals and Notices

- (a) The Contractor shall submit, in accordance with CTDPH Standard 19a-332a-3, proper notification using the prescribed form, to the Commissioner, State of Connecticut, Department of Public Health not fewer than ten (10) days prior to the commencement of work as follows:
 - 1. The asbestos to be removed is exterior NESHAP Category I Non-Friable ACM, and it is not expected that the abatement procedures will render the Category I asbestos friable; thereby not categorizing it as NESHAP Regulated ACM (RACM); therefore not defining the removal as a CTDPH "abatement"; and as such the CT licensed Asbestos Abatement Contractor will not be required to file an Asbestos Abatement notification.
- (b) Fifteen (15) working days prior to the commencement of asbestos abatement work, the Contractor shall submit to the Engineer for review and acceptance and/or acknowledgment of the following:
 - 1. Permits and licenses for the removal, transport, and disposal of asbestoscontaining or contaminated materials, including a CTDPH valid asbestos removal contractor's license.
 - 2. Documentation dated within the previous twelve (12) months, certifying that all employees have received USEPA Model Accreditation Plan approved asbestos worker/supervisor training in the proper handling of materials that contain asbestos; understand the health implications and risks involved, including the illnesses possible from exposure to airborne asbestos fibers; understands the use and limits of respiratory equipment to be used; and understands the results of monitoring of airborne quantities of asbestos as related to health and respiratory equipment as indicated in 29 CFR 1926.1101 on an initial and annual basis, and copies of all employees CTDPH asbestos worker and/or supervisor licenses.
 - 3. Documentation from the Contractor, typed on company letterhead and signed by the Contractor, certifying that all employees listed therein have received the following:
 - a. medical monitoring within the previous twelve (12) months, as required in 29 CFR 1926.1101;
 - b. respirator fit testing within the previous twelve (12) months as detailed in 29 CFR 1910.134 (for all employees who must also don a tight-fitting face piece respirator).
 - 4. Copies of the EPA/State-approved certificates for the proposed asbestos landfill.
- (c) No abatement shall commence until a copy of all required submittals have been received and found acceptable to the Engineer. Those employees added to the Contractor's

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original list will be allowed to perform work only upon submittal to, and receipt of, all required paperwork by the Engineer.

(2) Asbestos Abatement Provisions:

(a) General Requirements

The Abatement Contractor/Subcontractor shall possess a valid State of Connecticut Asbestos Contractor License. Should any portion of the work be subcontracted, the subcontractor must also possess a valid State of Connecticut Asbestos Contractor License. The Asbestos Abatement Site Supervisor employed by the Contractor shall be in control on the job site at all times during asbestos abatement work. All employees of the Contractor who shall perform work (i.e. Asbestos Abatement Site Supervisor, Asbestos Abatement Worker) shall be properly certified/licensed by the State of Connecticut to perform such duties.

All labor, materials, tools, equipment, services, testing, insurance (with specific coverage for work on asbestos), and incidentals which are necessary or required to perform the work in accordance with applicable governmental regulations, industry standards and codes, and these Specifications shall be provided by the Contractor. The Contractor shall be prepared to work all shifts and weekends throughout the course of this project.

Prior to beginning work, the Engineer and Contractor shall perform a visual survey of each work area and review conditions at the site for safety reasons. In addition, the Contractor shall instruct all workers in all aspects of personnel protection, work procedures, emergency evacuation procedures and use of equipment including procedures unique to this project.

The Contractor shall:

Shut down and lock out electrical power, including all receptacles and light fixtures, when feasible. The use or isolation of electrical power will be coordinated with all other ongoing uses of electrical power at the site.

When necessary, provide temporary power and adequate lighting and ensure safe installation of electrical equipment, including ground fault protection and power cables, in compliance with applicable electrical codes and OSHA requirements. The Contractor is responsible for proper connection and installation of electrical wiring.

Water service may not be available at the site. Contractor shall supply sufficient water for each shift to operate the decontamination shower units as well as to maintain the work areas adequately wet.

Ladders and/or scaffolds shall be in compliance with OSHA requirements, and of adequate length, strength and sufficient quantity to support the scope of work. Use of ladders/scaffolds shall be in conformance with OSHA 29 CFR 1926 Subpart L and X requirements.

Work performed at heights exceeding six feet (6') shall be performed in accordance with the OSHA Fall Protection Standard 29 CFR 1926 Subpart M including the use of fall arrest systems as applicable.

Data provided regarding asbestos sampling conducted throughout the structure(s) is for informational purposes only. Under no circumstances shall this information be the sole means used by the Contractor for determining the presence and location of all asbestos containing materials. The Contractor shall verify all field conditions affecting performance of the work as described in these Specifications in accordance with OSHA, USEPA, USDOT, DEP standards. Compliance with the applicable requirements is solely the responsibility of the Contractor.

The Engineer will provide a Project Monitor to oversee the activities of the Contractor. No asbestos work shall be performed until the Project Monitor is on-site. Pre-abatement, during abatement and post-abatement air sampling will be conducted as deemed necessary by the Project Monitor. Waste stream testing will be performed, as necessary, by the Project Monitor prior to waste disposal.

(b) Set-Up

The Contractor shall establish contiguous to the Regulated Area, a Worker Decontamination Enclosure System consisting of Equipment Room, Shower Room and Clean Room in series, as detailed below. Access to the Regulated Area shall only be through this enclosure.

Access between rooms in the Worker Decontamination Enclosure System shall be through airlocks. Other effective designs are permissible. The Clean Room, Shower Room and Equipment Room located within the Worker Decontamination Enclosure, shall be contiguously connected with taped airtight edges, thus ensuring the sole source of airflow originates from outside the regulated areas, once the negative pressure differential within the Regulated Area is established.

The Clean Room shall be adequately sized to accommodate workers and shall be equipped with a suitable number of hooks, lockers, shelves, etc., for workers to store personal articles and clothing. Changing areas of the Clean Room shall be suitably screened from areas occupied by the public.

The Shower Room shall be of sufficient capacity to accommodate the number of workers. One shower stall shall be provided for each eight (8) workers. Showers shall be equipped with hot and cold or warm running water through the use of electric hot water heaters supplied by the Contractor. No worker or other person shall leave a Regulated Area without showering. Shower water shall be collected and filtered using best available technology and dumped down an approved sanitary drain. Shower stalls and plumbing shall include sufficient hose length and drain system or an acceptable alternate.

The Contractor shall ensure that no personnel or equipment be permitted to leave the Regulated Area until proper decontamination procedures (including HEPA vacuuming, wet wiping and

showering) to remove all asbestos debris have occurred. No asbestos-contaminated materials or persons shall enter the Clean Room.

Post warning signs meeting the specifications of OSHA 29 CFR 1910.1001 and 29 CFR 1926.1101 at each Regulated Area. In addition, signs shall be posted at all approaches to Regulated Areas so that an employee or building occupant may read the sign and take the necessary protective steps before entering the area. Additional signs may require posting following construction of workplace enclosure barriers.

(c) Alternate set up requirements for exterior non-friable asbestos abatement procedures

In lieu of the establishment of a negative pressure enclosure (NPE) system as described by CTDPH Sections 19a-332a-5(c), 5(d), 5(e), and 5(h), non-friable ACM will be removed from exterior work areas within an outdoor Regulated Area(s). The regulated work area will be established by the use of appropriately labeled barrier tape and postings in compliance with CTDPH 19a-332a-5(a) as well as OSHA 29 CFR 1926.1101. A remote personnel decontamination unit as specified in Section 19a-332a-6 will be required. This method shall only be utilized provided exposure assessment air sampling data collected during the removal of the exterior non-friable materials indicates that the exposure levels during removal of such materials do not exceed 0.1 asbestos f/cc. Should exposure assessment air sampling data exceed this level, and engineering efforts to reduce the airborne fiber levels not be successful in reducing the levels to less than 0.1 f/cc, removal shall occur within these areas under full containment conditions.

(d) Personnel Protection

The Contractor shall utilize all appropriate engineering controls and safety and protective equipment while performing the work in accordance with OSHA, USEPA, USDOT, CTDEEP and CTDPH regulations.

The Contractor shall provide and require all workers to wear protective clothing in the Regulated Areas where asbestos fiber concentrations may reasonably be expected to exceed the OSHA established Permissible Exposure Limits (PEL) or where asbestos contamination exists. Protective clothing shall include impervious coveralls with elastic wrists and ankles, head covering, gloves and foot coverings.

Respiratory protection shall be provided and shall meet the requirements of OSHA as required in 29 CFR 1910.134, and 29 CFR 1926.1101 as well as the requirements of the CTDPH regulations. A formal respiratory protection program must be implemented in accordance with 29 CFR 1926.1101 and 29 CFR 1910.134. The Contractor shall provide respirators from among those approved as being acceptable for protection by the National Institute for Occupational Safety and Health (NIOSH) under the provisions of 30 CFR Part II.

All other necessary personnel protective equipment (i.e. hardhat, work boots, safety glasses, hearing protection, etc.) required to perform the asbestos abatement work activities shall conform to all applicable federal, state and local regulations.

All other qualified and authorized persons entering into a Regulated Area (i.e. Project Monitor, Regulatory Agency Representative) shall adhere to the requirements of personnel protection as stated in this section.

(e) Asbestos Abatement Procedures

The Asbestos Abatement Site Supervisor, as the OSHA Competent Person shall be at the site at all times.

The Contractor shall not begin abatement work until authorized by the Project Monitor, following a pre-abatement visual inspection.

All workers and authorized persons shall enter and leave the Regulated Area through the Worker Decontamination Enclosure System, leaving contaminated protective clothing in the Equipment Room for reuse or disposal of as asbestos contaminated waste. No one shall eat, drink, smoke, chew gum or tobacco, or apply cosmetics while in a Regulated Area.

The following details the extent of each phase of operation designated for this project. Phase areas may be combined or divided at the direction of the Engineer. Proceed through the sequencing of the work phases under the direction of the Engineer.

Phase 1 - Exterior Roof #3 (Stores addition)

Phase 1 includes the removal of:

- ➤ Flashing cement (parapet) Roof 3 all parapets, walls and penetrations
- **▶** Pitch box cement Roof 3

A regulated area(s) shall be established at the perimeter of the work area(s), and access shall be controlled by the Contractor. A remote personnel decontamination unit shall be utilized. Removal shall be undertaken in accordance with OSHA Class II and USEPA Asbestos NESHAP requirements.

During removal, the Contractor shall spray asbestos materials with amended water using airless spray equipment capable of providing a "mist" application to reduce the release of airborne fibers. Spray equipment shall be capable of mixing wetting agent with water and capable of generating sufficient pressure and volume. Hose length shall be sufficient to reach all of the Regulated Area. Do not "flood" the area with hose type water supply equipment with the potential to create water releases from the regulated area.

The Contractor shall continue to spray the asbestos materials with amended water, as necessary, throughout removal activities to ensure the asbestos materials remain adequately wet. The asbestos materials shall not be allowed to dry out.

In order to minimize airborne asbestos concentrations inside the Regulated Area, the Contractor shall remove the adequately wetted asbestos in manageable sections. In addition, asbestos materials removed from any elevated level shall be carefully lowered to the floor.

The Contractor shall promptly place the adequately wet asbestos material in disposal containers (six (6) mil polyethylene bags/fiber drum/poly-lined dumpsters, etc.) as it is removed. Large components removed intact may be wrapped in two (2) layers of six (6) mil polyethylene sheeting secured with tape. As the disposal containers are filled, the Contractor shall promptly seal the containers, apply caution labels and clean the containers before transportation to the equipment decontamination area. Bags shall be securely sealed to prevent accidental opening and leakage by taping in gooseneck fashion. Small components and asbestos-containing waste with sharp-edged components (e.g. nails, screws, metal lath, tin sheeting) which could tear polyethylene bags and sheeting shall be placed in clean drums and sealed with locking ring tops. All waste containers shall be leak-tight, (typically consisting of two layers of 6 mil poly (or bags)), and shall be properly labeled and placarded with OSHA Danger labels, DOT shipping labels, markings and placards and USEPA NESHAP generators labels. Containers shall be decontaminated by wet cleaning and HEPA vacuuming within the equipment decontamination area prior to exiting the regulated area. Wet clean each container thoroughly before moving to Holding Area.

If at any time during asbestos removal, the Project Monitor should suspect contamination of areas outside the Regulated Area, the Contractor shall immediately stop all abatement work and take steps to decontaminate these areas and eliminate causes of such contamination. Unprotected individuals shall be prohibited from entering contaminated areas until air sampling and/or visual inspections determine decontamination.

After completion of abatement work, all surfaces from which asbestos has been removed shall be wet brushed, using a nylon brush, wet wiped and sponged or cleaned by an equivalent method to remove all visible material (wire brushes are not permitted). During this work the surfaces being cleaned shall be kept wet. Cleaning shall also include the use of HEPA filtered vacuum equipment.

The Contractor shall also remove and containerize all visible accumulations of asbestos-containing and/or asbestos-contaminated debris which may have splattered or collected on the polyethylene engineering controls/barriers.

Once the Regulated Area surfaces have dried, the Project Monitor shall perform a thorough post abatement visual inspection utilizing protocols from the ASTM Standard E1368-90 Standard Practice for Visual Inspection of Asbestos Abatement Projects. All surfaces within the Regulated Area, including but not limited to ledges, beams, and hidden locations shall be inspected for visible residue. Evidence of asbestos contamination identified during this

inspection will necessitate further cleaning as heretofore specified. The area shall be re-cleaned at the Contractor's expense, until the standard of cleaning is achieved.

Once the area has received a satisfactory post-abatement visual inspection, any equipment, tools or materials not required for completion of the work, shall be removed by the Contractor from the Regulated Area.

(f) Air Monitoring Requirements

1. The Contractor shall:

- a. Provide air monitoring equipment including sample filter cassettes of the type and quantity required to properly monitor operations and personnel exposure surveillance throughout the duration of the project.
- b. Conduct personnel exposure assessment air sampling, as necessary, to assure that workers are using appropriate respiratory protection in accordance with OSHA Standard 1926.1101. Documentation of air sampling results must be recorded at the work site within twenty-four (24) hours and shall be available for review until the job is complete.
- 2. The Project Monitor, acting as the representative of the Engineer during abatement activities, will:
 - a. Collect air samples in accordance with the current revision of the NIOSH 7400 Method of Air Sampling for Airborne Asbestos Fibers while overseeing the activities of the Abatement Contractor. Frequency and duration of the air sampling during abatement will be representative of the actual conditions at the abatement site. The size and configuration of the asbestos project will be a factor in the number of samples required to monitor the abatement activities and shall be determined by the Project Monitor. The following schedule of samples may be collected by the Project Monitor:
 - 1. Pre-Abatement (Optional)
 - a. Background areas
 - b. Area(s) adjacent to Work Area(s)
 - c. Work Area(s)
 - 2. During Abatement (Optional)
 - a. At the exhaust of air filtering device
 - b. Within Regulated Area(s)
 - c. Area(s) adjacent to Regulated Areas(s) (exterior to critical barriers)
 - d. At the Decontamination Enclosure System

Abatement Activity	Pre-	During	Post-
	Abatement	Abatement	Abatement
Exterior Non-Friable		PCM	

If air samples collected outside of the Regulated Area during abatement activities indicate airborne fiber concentrations greater than original background levels, or greater than 0.1 f/cc, as determined by Phase Contrast Microscopy, whichever is larger, an examination of the Regulated Area perimeter shall be conducted and the integrity of barriers shall be restored. Cleanup of surfaces outside the Regulated Area using HEPA vacuum equipment or wet cleaning techniques shall be done prior to resuming abatement activities.

(g) Post Abatement Work Area Deregulation

The Contractor shall remove all remaining polyethylene, including critical barriers, and Decontamination Enclosure Systems. HEPA vacuum and/or wet wipe any visible residue which is uncovered during this process. All waste generated during this disassembly process shall be discarded as ACM waste.

A final visual inspection of the work area shall be conducted by the Competent Person and the Project Monitor to ensure that all visible accumulations of suspect materials have been removed and that no equipment or materials associated with the abatement project remain.

The Contractor shall restore all work areas and auxiliary areas utilized during work to conditions equal to or better than original. Any damage caused during the performance of the work activity shall be repaired by the Contractor at no additional expense to the Engineer.

(h) Waste Disposal

Unless otherwise specified, all removed materials and debris resulting from execution of this project shall become the responsibility of the Contractor and removed from the premises. Materials not scheduled for reuse shall be removed from the site and disposed of in accordance with all applicable Federal, State and Local requirements.

Waste removal dumpsters and cargo areas of transport vehicles shall be lined with a layer of six (6) mil polyethylene sheeting to prevent contamination from leaking or spilled containers. Floor sheeting shall be installed first, and shall be extended up sidewalls 12-inches. Wall sheeting shall overlap floor sheeting 24-inches and shall be taped into place.

OSHA "Danger" signs must be attached to vehicles used to transport asbestos-containing waste prior to loading ACM waste. The signs must be posted so that they are plainly visible.

Waste haulers and disposal facilities utilized shall match those indicated on the submitted CTDPH notification.

Ensure all waste containers (bags, drums, etc.) are properly packed, sealed and labeled with USEPA NESHAP generator labels, OSHA danger labels and DOT shipping labels. For each shipment of ACM waste, the Contractor shall complete an EPA-approved asbestos waste shipment record.

Authorized representatives signing waste shipment records on behalf of the generator must have USDOT Shipper Certification training in accordance with HMR 49 CFR Parts 171-180.

Transport vehicles hauling ACM waste shall have appropriate USDOT placards visible on all four (4) sides of the vehicle.

The Contractor shall dispose of asbestos-containing and/or asbestos contaminated material at an EPA authorized site and must be in compliance with the requirements of the Special Waste Provisions of the Office of Solid Waste Management, Department of Environmental Protection, State of Connecticut, or other designated agency having jurisdiction over solid waste disposal.

Any asbestos-containing and/or asbestos-contaminated waste materials which also contain other hazardous contaminants shall be disposed of in accordance with the EPA's Resource Conservation and Recovery Act (RCRA), CTDEEP and ConnDOT requirements. Materials may be required to be stored on-site and tested by the Project Monitor to determine proper waste disposal requirements.

(i) Project Closeout Data:

- 1. Provide the Engineer, within 30 days of completion of asbestos abatement, a compliance package; which shall include, but not be limited to, the following:
 - a. Asbestos Abatement Site Supervisor job log;
 - b. OSHA personnel air sampling data;
 - c. Completed waste shipment records.

The Contractor shall submit the original completed waste shipment records to the Engineer.

Method of Measurement:

No measurement will be made for the work in this Section. The completed work shall be paid as a lump sum.

Basis of Payment:

The lump sum bid price for this item shall include the specialty services of the Asbestos Removal Contractor including: labor, materials, equipment, insurance, permits, notifications, submittals, personal air sampling, personal protection equipment, temporary enclosures, utility costs, incidentals, fees and labor incidental to the removal, transport and disposal of ACM, including close out documentation.

Final payment for asbestos abatement will not be made until all the project closeout data submittals have been completed (including waste shipment record(s) signed by an authorized disposal facility representative) and provided to the Engineer. Once the completed package has been received in its entirety, the Engineer will make the final payment to the Contractor.

Pay Item Pay Unit

Asbestos Abatement Lump Sum

ITEM #0101019A - INDOOR AIR QUALITY MANAGEMENT PLAN

Description:

Work under this item shall include the development of an Indoor Air Quality Construction/Management Plan and implementation of indoor air quality (IAQ) control measures during project construction in order to sustain the comfort and well-being of both construction workers and building occupants. IAQ control measures include, but are not limited to, protecting HVAC equipment/ductwork, use of low volatile organic compounds (VOC's) materials, protection of materials and spaces from moisture intrusion and microbial growth and limiting transmission of dust from construction areas to occupied building areas.

All IAQ work activities shall be performed in compliance with regulatory requirements including, but not limited to, the current applicable revision of the OSHA General Duty Clause 29 CFR 1910 Section 5(a)(1), OSHA Respiratory Protection Standard 29 CFR 1910.134, OSHA Construction Standards 29 CFR 1926 and in general accordance with applicable Industry Standards and Guidelines on Indoor Air Quality, such as; *IAQ Guidelines for Occupied Buildings Under Construction*, 2nd Edition, Chapter 3, November 2007, The Sheet Metal and Air Conditioner Contractors National Association (SMACNA); U.S. Green Building Council (USGBC) – Leadership in Energy and Environmental Design (LEED) 2009 for New Construction and Major Renovations, ASHRAE Standard 55 Thermal Environmental Conditions for Human Occupancy, ASHRAE Standard 62.1 Ventilation for Acceptable Indoor Air Quality and the State of Connecticut Office of Policy Management (OPM) Establishment of High Performance Building Construction Standards (HPBCS) for State Funded Buildings (16a-38k-1 through 7).

Submit the following in accordance with Form 817 Article 1.20-1.05.02 and <u>NOTICE TO CONTRACTOR – SUBMITTALS.</u>

- 1. Provide an Indoor Air Quality Construction/Management Plan based upon SMACNA and USGBC LEED guidelines that includes IAQ control measures to be instituted onsite such as HVAC protection, source control, pathway interruption/engineering controls, work practices/housekeeping, and scheduling/phasing. Such plan shall be prepared and signed by a Certified Industrial Hygienist (CIH).
- 2. Include a list of proposed indoor construction and finishing products for materials such as paints, coatings, caulks, sealants, adhesives, carpeting, laminates, cleaning agents, etc. and provide IAQ Product Data/Safety Data Sheets regarding VOC content.
- 3. Name and qualifications of the Contractor's Project Superintendent or other individual responsible for ensuring the complete implementation of the Indoor Air Quality Construction Plan. Such individual shall have the authority to implement changes to work practices, add controls, or stop work as necessary to fully implement the intent of this item.
- 4. Project time schedule for each phase of work.

No construction activities shall commence until the submittals listed above have been received and accepted by the Engineer.

Deviations from these Specifications require the written approval of the Engineer.

Materials:

All materials shall be delivered to the job site in the original packages, containers, or bundles bearing the name of the manufacturer, the brand name and product technical description.

Materials shall be stored and used consistent with manufacturer's recommendations and in a manner to prevent moisture impact.

Where applicable, materials shall be low VOC/low odor containing/emitting materials.

Construction Methods:

(1) Indoor Air Quality Management Provisions:

The Contractor shall implement IAQ management provisions, as outlined in the submitted IAQ Construction/Management Plan, and including as applicable/necessary those provisions detailed below, in a manner to maintain acceptable IAQ conditions.

(a) HVAC Protection

The Contractor shall shut down HVAC systems that are serving only construction areas and all duct equipment openings will be sealed off with plastic to prevent the accumulations of dust and debris in the duct system.

In the event that the HVAC system must be in operation in order to serve occupied areas, provide Minimum Efficiency Reporting Value (MERV) 8 filters for supply air intakes and/or air handler units and at the return system openings. Replace all filtration media immediately prior to occupancy.

Perform frequent maintenance when the HVAC system is being used and replace filters as needed.

For construction activities that produce dust such as, but not limited to, drywall sanding, concrete cutting, masonry work, wood sawing, or adding insulation, seal off all supply diffusers and return air system openings completely for the duration of the task.

The Contractor shall not store construction or waste materials in mechanical room where HVAC units are present.

(b) Source Control

The Contractor shall use low VOC, low odor and low emitting products/materials, typically meeting the USGBC LEED and/or CT HPBCS VOC content guidelines, particularly for paints, carpet, composite board, adhesives and sealants that have the potential for significant emissions. All containers for paints, adhesives and sealants will be stored in a separate secure location at all times when not in use. During construction all lids on containers of wet products shall be closed as much as possible.

Exhaust pollution sources to the outside with portable fan systems. Prevent exhaust from recirculating back into the building.

As necessary, provide air filtering devices such as high efficiency particular air (HEPA) filters or activated carbon filters to capture/control airborne contaminants at their source.

Protect stored on-site or installed absorptive building materials from weather and moisture.

(c) Pathway Interruption/Engineering Controls

The Contractor shall provide dust curtains, poly critical barriers, temporary enclosures or other engineering controls to prevent dust from migrating outside the construction area.

Of special concern is the prevention of any dust/debris/etc. contaminants into kitchens/food prep/storage and cafeteria areas.

Weather permitting, areas with contaminated air shall be ventilated with 100% outside air and the contaminated air will be directly filtered/exhausted to the outside.

Contractor shall identify and mark major indoor construction walkways and pathways for the project and protect adjacent spaces from contaminant migration.

(d) Work Practices/Housekeeping

The entrances to construction areas shall have temporary walk-off mats to collect particulate.

Dust collection/filtration attachments will be used on power tool equipment such as saws, sanders, grinders, etc. that generate dust particles.

Suppress dust generation with wetting agents or sweeping compounds. Clean up dust using wet rags or damp mop. Vacuums used for housekeeping activities shall have high efficiency particulate air (HEPA) filters. Increase cleaning frequency when dust build-up is noted.

Provide temporary ventilation/filtration during construction to minimize accumulation of dust, fumes, odors, vapors and gases in the building.

Remove spills or excess applications of solvent-containing materials as soon as possible.

All HVAC coils, air filters, fans and ductwork shall remain as clean as possible during construction and shall be cleaned before the testing and balancing of the HVAC system.

(e) Scheduling

The Contractor shall comply with manufacturer's instructions for appropriate drying times.

Where odorous and VOC emitting products are applied on-site, apply them before installation of porous and fibrous materials.

Ensure spaces are weather tight and protected from moisture intrusion prior to installation of porous/absorptive materials such as ceiling tiles, carpet, drywall.

Ensure that wet applied interior finish materials such as paints, adhesives, sealants, coatings, finishes are properly and fully cured before installing other finish material over them. Install carpets and furnishings after all other interior finish materials have been applied and fully cured. Complete installation of interior finishing materials and continuously flush out building for as long as necessary to achieve Indoor Air Quality levels listed below or as alternatively approved by the Engineer. Levels must be achieved prior to the Contractor progressing to the next work phase as defined on the Phasing Plans in the Contract. Such levels must be maintained continuously when working in occupied spaces. Contractor must also complete work in such a way so as not to exceed Indoor Air Quality levels beyond current work area.

(f) Personnel Protection

The Contractor shall use all appropriate engineering controls and safety and protective equipment while performing the work in accordance with applicable standards and guidelines.

The Contractor shall be responsible for the health and safety protection of its own employees. Respiratory protection shall be provided, as necessary, and shall meet the requirements of OSHA as required in 29 CFR 1910.134. A formal respiratory protection program must be implemented in accordance with 29 CFR 1910.134 if respiratory protection is being used. The Contractor shall provide respirators from among those approved as being acceptable for protection by the National Institute for Occupational Safety and Health (NIOSH) under the provisions of 30 CFR Part II.

All other necessary personnel protective equipment (i.e. hardhat, work boots, safety glasses, hearing protection, etc.) required to perform the IAQ activities shall conform to all applicable federal, state and local regulations.

All other persons entering Construction Areas shall adhere to the requirements of personnel protection as stated in this section.

(g) Quality Assurance/Verification

At a minimum, after completion of work, the construction areas shall be free of visible dust/debris, mold/moisture and odors.

The Engineer's on-site Project Monitor will verify compliance with these specifications, conduct construction work area inspections, IAQ testing via direct read instrumentation or collecting samples, photographs, and/or videos of the cleaned surfaces/work areas as deemed necessary to ensure compliance with ASHRAE Standards 55 & 62, CT OPM HPBCS and the USGBC LEED Indoor Environmental Quality Guidelines, including the IAQ parameters listed below.

Contaminant:	CO	CO_2	PM_{10}	TVOC	RH	T
Guideline:	9 ppm & <2ppm above ambient	<700ppm above ambient	50 ug/m ³	500 ug/m ³	<60%	Winter 68-79F Sumer 74-78F

(2) Project Closeout Data:

The Contractor's Project Superintendent shall keep a logbook to document daily site activity. The log book shall document the preparation tasks, schedule, engineering controls utilized, daily lists of employees on site, PPE utilized and IAQ control measures instituted during construction activities.

The Contractor will submit the original log book and any other related documentation to the Engineer within 30 days of completion of work.

Final payment to the Contractor will not be approved without submission of the closeout data.

Method of Measurement:

No measurement will be made for the work in this Section. The completed work shall be paid as a lump sum.

Basis of Payment:

The lump sum bid price for this item shall include the specialty services of the Contractor for IAQ management including: labor, materials, equipment, insurance, submittals, personal protection equipment, temporary enclosures, engineering controls, work practices, housekeeping, utility costs, incidentals, fees and close out documentation.

Final payment for Indoor Air Quality Management will not be made until all project closeout data submittals have been completed and provided to the Engineer. Once the completed package has been received in its entirety, the Engineer will make the final payment to the Contractor.

Pay Item	Pay Unit
Indoor Air Quality Management Plan	Lump Sum

<u>ITEM #0101143A – HANDLING AND DISPOSAL OF REGULATED ITEMS</u>

Description:

Work under this item shall include the management (handling and disposal) of regulated items and all associated work by persons who are employed by a CTDEEP permitted Spill Contractor and trained/certified in accordance with OSHA Hazard Communication regulations. Regulated items include hazardous and other materials and wastes, the disposal of which is restricted by Federal and/or State laws and regulations, and which may be a component of equipment or other items located on-site. Regulated items include those listed herein, or additional similar items identified on site by the Engineer. Work under this item does not include asbestos containing materials, lead paint, contaminated or hazardous soils.

Activities shall be performed in accordance with, but not limited to, the current revision of the USEPA & CTDEEP Hazardous Waste Regulations (40 CFR 260-282, 22a-209 and 22a-449(c)), USEPA PCB Regulations (40 CFR 761), USEPA Protection of Stratospheric Ozone (40 CFR 82), OSHA Hazard Communication (29 CFR 1910.1200), OSHA Hazardous Waste & Emergency Response Regulations (29 CFR 1910.120), USDOT Hazardous Materials Regulation (49 CFR 171-180), OSHA, RCRA, CERCLA, CAA, TSCA, and all other laws and regulations.

The work activities include the removal, handling, packing, labeling, transport, manifesting, and recycling or disposal of various regulated items at the Project site prior to beginning planned renovation/demolition activities.

The Contractor is solely responsible for verifying actual locations and quantities of the items with hazardous/regulated material/waste constituents and for their proper handling and disposal. The recycling or proper disposal, as appropriate, of all regulated items shall be completed prior to the initiation of any demolition or renovation activities.

Materials:

All materials shall be suitable for the management of regulated items and shall meet all applicable federal, state and local regulations. Such materials include, but are not limited to, proper containers, packing materials, labels, signs, shipping papers, personnel protective equipment (PPE) and spill kits.

Construction Methods:

(1) Allowable Disposal/Recycling Facilities

Disposal facilities for RCRA-hazardous, TSCA-hazardous, Connecticut Regulated, and Universal wastes shall be chosen from among those listed below. No other facility shall be used for these types of wastes without the written approval of the Engineer.

ACV Enviro (aka Cycle Chem/Gen Chem Corp)

217 South First Street Elizabeth, NJ 07206

Phone: (908) 354-0210 Fax: (908) 355-0562

RCRA hazardous waste, TSCA wastes

Advanced Disposal

(Managed by Interstate Waste Services)

7095 Glades Pike Summerset, PA 15501

Phone: (814) 444-0113 Fax: (814) 444-0127 MSW, C&D debris, residual waste, sewage sludge,

incinerator ash, asbestos

Advanced Disposal Services

Greentree Landfill 635 Toby Road Kersey, PA 15846

Phone: (814) 265-1744 Fax: (814) 265-8745 MSW, C&D, asbestos, PCB remediation waste <50 ppm, petroleum contaminated soils, nonhazardous solid

wastes

Allied Waste Niagara Falls Landfill, LLC 5600 Niagara Falls Blvd.

Niagara, NY 14304

Phone: (716) 285-3344 Fax: (716) 285-3398

Non-hazardous waste, industrial solid waste, municipal sewage treatment sludge, contaminated soil & debris, asbestos waste, C&D debris, industrial process sludge

American Lamp Recycling, LLC

26 Industrial Way

Wappingers Falls, NY 12590

Phone: (845) 896-0058 Fax: (845) 896-1520 Mercury containing device, universal waste

Clean Earth of Carteret

24 Middlesex Avenue

Carteret, NJ 07008

Phone: (732) 541-8909 Fax: (732) 541-8105

Street sweepings, asphalt & petroleum cont soils

Clean Earth of Philadelphia, Inc.

3201 South 61 St.

Philadelphia, PA 19153

Phone: (215) 724-5520 Fax: (215) 724-2939

Petroleum contaminated soil

Clean Earth of New Jersey, Inc. (aka CENJ)

115 Jacobus Ave,

South Kearny, NJ 07105

Phone: (973) 344-4004 Fax: (973) 344-8652

RCRA liquid and solid, asbestos

Clean Earth of Southeast Pennsylvania, Inc.

7 Steel Road,

Morrisville, PA 19067

Phone: (215) 428-1700 Fax: (215) 428-1704

Petroleum contaminated soil

Clean Harbors Environmental Services, Inc.

2247 South Hwy. 71, Kimball, NE 69145

Phone: (308) 235-1012 Fax: (308) 235-4307

RCRA liquid, solid & sludge

Clean Harbors Environmental Services, Inc.

2900 Rockefeller Ave., Cleveland, OH 44115

Phone: (216) 429-2401 Fax: (216) 883-1918

RCRA liquid: aqueous organic & inorganic wastewater

Clean Harbors Environmental Services, Inc.

Spring Grove Facility

4897 Spring Grove Avenue

Cincinnati, OH 45232

Phone: (513) 681-6242 Fax: (513) 681-0869 RCRA aqueous organic and inorganic wastewaters, RCRA hazardous wastes, PCB wastewater treatment

Clean Harbors of Baltimore, Inc.

1910 Russell St,

Baltimore, MD 21230

Phone: (410) 244-8200 Fax: (410) 752-2647

RCRA liquid: aqueous organic & inorganic wastewater

Clean Harbors of Braintree, Inc.

1 Hill Avenue,

Braintree, MA 02184

Phone: (781) 380-7134 Fax: (781) 380-7193

RCRA & TSCA liquid & solid

Clean Harbors of Connecticut, Inc.

51 Broderick Road,

Bristol, CT 06010

Phone: (860) 583-8917 Fax: (860) 583-1740

RCRA & CRW liquid

Clean Harbors of Woburn

(Murphy's Waste Oil Services, Inc.)

252 Salem Street,

Woburn, MA 01801

Phone: (781) 935-9066 Fax: (781) 935-8615 RCRA liquid: oil, oil/water mixtures; CRW oil filters, oily soil & debris, F001/F002 contaminated soils, antifreeze

Clinton Landfill 242 Church Street Clinton, MA 01510

Phone: (978) 365-4110 Fax: (978) 365-4106

Comm-97 Soils

Colonie Landfill (Waste Connections, Inc.) 1319 Loudon Rd, Cohoes, New York 12047

Phone: (518) 783-2827 Febr. (518) 786-733

Phone: (518) 783-2827 Fax: (518) 786-7331 Non-haz. wastes, special wastes, contaminated soil

Cumberland County Landfill (aka Community Refuse Services Managed by Interstate Waste Services) 135 Vaughn Road, Shippensburg, PA 17257 Phone: (717) 729-2060 Fax: (717) 423-6822 Municipal solid waste, non-hazardous waste

Dudley Reclamation Project (W.L. French Excavating) 135 Vaughn Road Shippensburg, PA 17257 620 Newville Road Newburg, PA 17240 Phone: (717) 423-9953 Fax: (717) 423-9954 MSW, non-hazardous solid waste

Envirite of PA (US Ecology) 730 Vogelsong Road York, PA 17404

Phone: (717) 846-1900 Fax: (717) 854-6757

RCRA hazardous waste

49350 North I-94 Service Drive Belleville, MI 48111

Phone: (734) 697-2200 Fax: (734) 699-3499

RCRA & TSCA liquid and solid

Environmental Soil Management of New York, LLC (ESMI of New York) 304 Towpath Road, Fort Edward, NY 12828 Phone: (518) 747-5500 Fax: (518) 747-1181

Petroleum contaminated soil

Environmental Soil Management of NH 67 International Dr. Loudon, NH 03307 Phone: (603) 783-0228 Fax: (603) 783-0104

Petroleum contaminated soil

Hazelton Creek Properties, LLC* (Hazelton Mine Reclamation Project) 280 South Church St., Hazelton, PA 18201

Phone: (570) 574-1010 Fax: (570) 457

Phone: (570) 574-1010 Fax: (570) 457-3395 Fresh, brackish or marine dredge material, coal ash, cement kiln dust, lime kiln dust, co-gen ash, regulated fill

*Please note that if this facility is to be used, each bin letter will require an additional 10 day (or more) waiting period on top of the 15 day lab period designated in the specs to allow for PADEP review.

Heritage Hazardous Waste Landfill (Heritage Environmental Services, LLC) 4370 W County Rd 1275 N Roachdale, IN 46172 Phone:(765) 435-2704 Fax: (315) 687-3898 Hazardous Wastes, Asbestos

Manchester Landfill 311 Olcott Street Manchester, CT 06040

Phone: (860) 647-3248 Fax: (860) 647-3238 MSW, non-haz waste, cont soil, non-friable ACM

Environmental Quality Company: Wayne Disposal Facility (aka EQ Michigan Disposal Waste Treatment Plant and Wayne Disposal Inc. Site #2)

Northeast Lamp Recycling, Inc. 250 Main Street, East Windsor, CT 06088 Phone: (860) 292-1992 Fax: (860) 292-1114 CRW solid waste, mercury containing devices & universal waste

Ontario County Landfill (Managed by Casella Waste) 3555 Post Farm Road, Stanley, NY 14561

Phone: (585) 526-4420 Fax: (585) 526-5459 Municipal solid waste, non-hazardous waste solid, special wastes including asbestos, ash from boilers/incinerators, contaminated soil, demo debris

Paradise Heating Oil, Inc. Quimby Street, Ossining, NY 10562

Phone: (631) 926-2576 Fax: (718) 294-2226

CRW waste oil liquid

Phoenix Soil, LLC 58 North Washington Street Plainville, C 06062

Phone: (860) 747-8888 Fax: (203) 757-4933

Contaminated soil

Red Technologies Soil 232 Airline Avenue Portland, CT 06980

Phone: (860) 342-1022 Fax: (860) 342-1042)

Temp storage/transfer cont soil

Republic Services Conestoga Landfill 420 Quarry Road Morgantown, PA 19543

Phone: (717) 246-4640 Fax: (480) 718-4337 MSW, C&D, residual waste, cont soil, asbestos

Soil Safe, Inc.

378 Route 130, Logan Township,

Bridgeport NJ 08085

Phone: (410) 872-3990 x1120

Fax: (410) 872-9082

Soil contaminated with petroleum or metals, some

industrial waste solids

The Southbridge Recycling and Disposal Park 165 Barefoot Road

Southbridge, MA 01550

Phone: (508) 765-9723 Fax: (508) 765-6812

MSW, C&D, cont soil for cover

Stablex Canada, Inc. 760 Industrial Blvd. Blainville Quebec J7C 3V4

Phone: (450) 430-9230 Fax: (450) 430-4642

RCRA liquid and solid, industrial wastes

Stericycle (Republic Environmental Systems/aka

Philip Services Corporation (PSC)

2869 Sandstone Dr., Hatfield PA 19440

Phone: (215) 822-8995 Fax: (215) 997-1293 RCRA & TSCA industrial solid & sludge, aqueous waste, contaminated soil, PCB waste, oil & petroleum

waste, organic waste

Stericycle (Northland Environmental, LLC /PSC

Environmental Systems)

275 Allens Ave., Providence RI 02905

Phone: (401) 781-6340 Fax: (401) 781-9710

RCRA hazardous waste

Ted Ondrick Company, LLC

58 Industrial Road, Chicopee, MA 01020

Phone: (413) 592-2566 Fax: (413) 592-7451

Petroleum contaminated soil

Tradebe Environmental Servcies

(aka Bridgeport United Recycling, Inc.)

50 Cross Street Bridgeport, CT 06610

Phone: (203) 334-1666 Fax: (203) 334-1439 RCRA & CRW waste oil, fuel, wastewater

Tradebe Treatment & Recycling, Northeast, LLC

126 Gracey Aveue Meriden, CT 06451

Phone: (203) 238-8114 Fax: (203) 238-6772 RCRA, CRW wastewater oil, haz waste fuels, haz

& non-haz wastewater

Triumvirate (formerly EnviroSafe Corporation Northeast/Jones Environmental Services) 263 Howard Street,

Lowell, MA 01852

Phone: (978) 453-7772 Fax: (978) 453-7775

RCRA & TSCA liquid and solid Tunnel Hill Reclamation

2500 Township Road, 205 Route 2

New Lexington, OH 43764

Phone: (914) 713-0203 Fax: (914) 713-0672 Municipal solid waste, non-hazardous waste,

contaminated soils

Tunnel Hill Reclamation 2500 Township Road 205 Route 2 New Lexington, OH 43764 8822 Tunnel Hill Road NE New Lexington, OH 43764

Phone: (740) 342-1180 Fax: (914) 713-0672 MSW, non-hazardous waste, contaminated soil

TLR III Refuse Disposal Facility 90 Rochester Neck Road, PO Box 7065 Rochester, NH 03839

Phone: (603) 330-2197 Fax: (603) 330-2130 Solid: MSW, C&D, PCB remediation waste (<50ppm), virgin petroleum contaminated soil, CRW solid waste

US Ecology (EQ Detroit) 1923 Frederick Street Detroit, MI 48211

Phone: (313) 347-1300 Fax: (313) 923-0217 RCRA hazardous and non-hazardous wastewater

Waste Management: RCI Fitchburg Landfill

101 Fitchburg Princeton Road Westminster, MA 01473

Phone: (978) 355-6821 Fax: (978) 355-6317 MSW, non-hazardous waste, C&D, contaminated soil for use as cover material under MADEP COMM-97

policy, treated lumber, asbestos

Turnkey Landfill (Waste Management of NH)

The category of material accepted by each facility listed above is for informational purposes only. The Contractor shall verify facility acceptance of each type of regulated item.

(2) Submittals

Thirty (30) days prior to commencement of work involving the management of regulated items, the Contractor shall submit to the Engineer for approval, the following documentation:

- 1. Copy of Spill Contractor Permit registration issued by the CTDEEP.
- 2. Ozone depleting substance service technician certification (as applicable).
- 3. Hazard communication training for all employees performing this work.
- 4. Names of the treatment facilities, recycling facilities and/or disposal facilities the Contractor intends to use to receive each type of regulated item.
- 5. Hazardous Material Transporter USDOT Certificate of Registration for each transporter.
- 6. Hazardous Waste Transporter Permit for the State of Connecticut, the destination state(s), and all other applicable states for each transporter.
- 7. Request for an EPA Hazardous Waste Generators ID number, for use in manifesting hazardous waste above conditionally exempt small quantities (as applicable).

Contractor shall provide the Engineer with a minimum of 48 hours notice in advance of scheduling, changing or canceling work activities.

(3) Regulated Item Management Provisions

(a) General Requirements

The Contractor's OSHA Competent Person shall be in control on the job site at all times during hazardous material management work activities. This person must be capable of identifying existing hazards, possess the authority to implement corrective measures to reduce/eliminate the hazards, comply with applicable Federal, State and Local regulations that mandate work practices, and be capable of performing the work of this contract. All employees who perform regulated material management related work shall be properly trained and qualified to perform such duties.

All labor, materials, tools, equipment, services, testing, insurance, and incidentals which are necessary or required to perform the work in accordance with applicable governmental regulations, industry standards and codes, and these specifications, shall be provided by the Contractor.

Ladders and/or scaffolds shall be in compliance with OSHA requirements, and of adequate length, strength and sufficient quantity to support the scope of work. Use of ladders/scaffolds shall be in conformance with OSHA 29 CFR 1926 Subpart L and X requirements.

Work performed at heights exceeding six feet (6') shall be performed in accordance with the OSHA Fall Protection Standard 29 CFR 1926 Subpart M including the use of fall arrest systems as applicable.

Inventory data from investigative surveys throughout the buildings are included herein and are presented for informational purposes only. Under no circumstances shall this information be the sole means used by the Contractor for determining the quantities or extent of the regulated items to be managed. The Contractor shall be responsible for verification of all field conditions affecting performance of the work. The Contractor shall submit to the Engineer for concurrence any additional items not listed herein that it believes to be regulated items included under this item. However, compliance with applicable requirements is solely the responsibility of the Contractor.

The Engineer will provide a Project Monitor to monitor the activities of the Contractor and inspect the work required. Environmental sampling shall be conducted as deemed necessary by the Engineer. Spill areas shall be cleaned by the Contractor until accepted by the Engineer. The Engineer may sample the spill area to demonstrate Contractor compliance with an acceptable standard.

(b) Personnel Protection

Prior to commencing work, the Contractor shall provide hazard communication training to all employees as necessary in accordance with OSHA 29 CFR 1926.59 and 29 CFR 1910.1200 and instruct all workers in all aspects of personnel protection, work procedures, emergency procedures and use of equipment including procedures unique to this project. Worker health and safety protocols that address potential and/or actual risk of exposure to site specific hazards are solely the responsibility of the Contractor.

The Contractor shall provide respiratory protection that meets the requirements of OSHA as required in 29 CFR 1910.134 and 29 CFR 1926.1000. A formal respiratory protection program, 160-151

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including appropriate medical surveillance, must be implemented in accordance with OSHA standards. The Contractor shall, as necessary, conduct exposure assessment air sampling, analysis and reporting to ensure the workers are afforded appropriate respiratory protection.

The Contractor shall provide and require all workers to wear appropriate personnel protective equipment, including protective clothing and respiratory protection, as required, within regulated work areas which exceed OSHA Personnel Exposure Limits (PELs) or when handling hazardous materials.

(c) Regulated Item Management Work Procedures

The Contractor shall not begin work until the Project Monitor is on-site.

Prior to beginning work on-site, the Contractor shall prepare waste characterization profile forms for each type of waste stream to be generated and forward such forms to the Engineer for review, approval and signature. Upon approval, the Contractor shall forward such forms to the appropriate disposal facilities for acceptance.

The Contractor shall utilize all appropriate engineering controls and safety and protective equipment while performing the work in accordance with OSHA, USEPA, USDOT, CTDEEP and Connecticut Department of Public Health DPH regulations.

The Contractor shall employ work practices so as to minimize the disturbance of the constituents in the regulated items, and prevent breakage and spills. In the event of a spill, the Contractor shall cordon off the area and notify the Engineer. The Contractor is responsible to have spills and the effected areas decontaminated to the acceptance of the Engineer by personnel trained in hazardous waste operator emergency response.

The Contractor shall carefully and properly remove, handle, pack, label and manifest all of the regulated items in waste containers specified and suitable to contain the waste in accordance with all federal and state regulations.

Prior to transportation and recycling and/or disposal, all proper USEPA, OSHA, CTDEEP and USDOT labels and placards shall be affixed to the waste containers and hazardous materials shipping papers such as waste manifests/bills of lading shall be completed.

Prior to renovation/demolition impact, properly remove, handle, pack, label, transport, manifest and recycle or dispose of the regulated items from those listed below:

> CFC/Freon – Rooftop HVAC units

See Table 6 within the Pre-Renovation Investigative Survey for Hazardous Building Materials for the Inventory of HAZMAT Regulated items.

Upon discovery of any previously unidentified regulated items during renovation activities, the Contractor shall immediately notify the Engineer and work shall cease in that area until the Engineer can determine the extent of any impact and proper handling procedures are implemented.

(d) Waste Disposal

Efforts shall be made to recycle the constituents of the regulated items rather than dispose of them in accordance with the waste minimization efforts required under RCRA.

RCRA hazardous waste shall not be stored on the job site in excess of 90 calendar days from the accumulation start date.

Connecticut Regulated Waste shall not be transported to a RCRA or TSCA permitted facility for disposal, unless otherwise allowed by the Engineer in writing.

All non-RCRA hazardous waste materials, regulated waste materials and recyclable waste items shall be manifested separately from RCRA and TSCA hazardous waste, and documented properly on non-hazardous waste manifests, waste shipment records, bills of lading or other appropriate shipping papers for transportation to the recycling and/or disposal facility.

The Contractor shall prepare each lab pack list and shipping document (manifests, waste shipment records, bills of lading, etc.) with all of the required information completed (including types of waste, proper shipping name, categories, packing numbers, amounts of waste, etc.) in accordance with applicable federal and state regulations. The document will be signed by an authorized agent representing ConnDOT as the Generator for each load that is packed to leave the site.

The Contractor shall forward the appropriate original copies of shipping papers to the Engineer the same day the regulated items leave the project site.

All vehicles departing the site transporting hazardous materials shall display proper USDOT placards, as appropriate for the type of waste being transported.

(e) Project Closeout Documents:

Within thirty (30) days after completion of the on-site project work, the Contractor shall submit to the Engineer copies of the following completed documents:

- 1. Hazardous Waste Manifests
- 2. Waste Shipment Records/Bills of Lading
- 3. Recycling Receipts

Documents 1. through 3. must include the signature of an authorized disposal facility representative acknowledging receipt of hazardous materials.

Method of Measurement:

The work of "Handling and Disposal of Regulated Items" shall be provided for in accordance with Article 1.04.05 – Extra Work.

Basis of Payment:

The work of "Handling and Disposal of Regulated Items" shall be paid for in accordance with Article 1.04.05 – Extra Work, which price shall include the management, removal, handling, packing, labeling, transport, manifesting, recycling or disposal of the regulated constituents in the specific equipment/items scheduled for impact at the project site, and all equipment, materials, tools and labor incidental to the work.

Final payment will not be made until completed copies of all Manifest(s), Waste Shipment Records, Bills of Lading and/or Recycling Receipts have been provided to the Engineer. Once completed and facility-signed copies have been received in their entirety, the Engineer will make the final payment.

<u>Pay Item</u> <u>Pay Unit</u>

Handling and Disposal of Regulated Items

Estimate

END OF SECTION

ITEM #0177150A – GENERAL BUILDING RENOVATION

Description: Under this item, the Contractor shall complete all work depicted on the Contract Plans and described in the CSI-formatted Specifications that make up this Major Lump Sum Item (MLSI). Refer to Form 817 Article 1.20-1.02.04 for additional information in this regard.

Any work incidental to another bid item which is not specifically described or included in the bid item, but which is required for performance and completion of the work required under the Contract, shall be considered to be included under this item.

Materials: All materials shall be as required by the Contract Plans and as described in the CSI-formatted Specifications that make up this MLSI.

Construction Methods: All methods of construction shall conform to the requirements as stipulated in the CSI-formatted Specifications that make up this MLSI.

Method of Measurement: This item will be paid for at the contract lump sum price for "General Building Renovation" complete.

Basis of Payment: This item will be paid for at the contract lump sum price for "General Building Renovation, Item No. 0177150A", which price shall include all administrative and procedural requirements, material, equipment, labor, and work incidental thereto.

PAY ITEM

General Building Renovation

LS

<u>ITEM #0969070A – CONSTRUCTION FIELD OFFICE FURNISHINGS</u> <u>AND EQUIPMENT</u>

Description: This item requires that all equipment, labor, materials, service contracts, maintenance, replacements, and incidental work necessary to maintain said equipment, be provided by the Contractor, for the duration of the work, and if necessary, for a close-out period determined by the Engineer. The equipment is for the exclusive use of CTDOT forces and others who may be engaged to augment CTDOT forces with relation to the contract. Ownership and liability of the equipment shall remain with the Contractor.

Materials/Supplies/Equipment: Materials, supplies and equipment shall be in like new condition and shall be approved by the Engineer.

General Requirements: This item does not include an office, but does include the equipment indicated below.

The Contractor shall provide the additional equipment and/or services described in this specification to the satisfaction of the Engineer.

The following equipment shall be provided:

QTY	Description:
1	Digital Camera as specified below under Computer Hardware and Software. All supplies
	and maintenance shall be provided by the Contractor.
1	Smart Phones as specified under <u>Hardware and Software</u> .

The equipment required herein shall remain the property of the Contractor. Any supplies required to maintain or operate the equipment listed above shall be provided by the Contractor for the duration of the project at no additional charge.

<u>Hardware and Software:</u> Digital Cameras, Flip Phones and Smart Phones must meet the requirements of this specification as well as the latest minimum specifications posted, as of the project advertising date, at CTDOT's web site http://www.ct.gov/dot/cwp/view.asp?a=1410&q=563904

Within 10 calendar days after the signing of the Contract but before ordering/purchasing the Digital Camera(s), Flip Phones, or Smart Phones, the Contractor must submit a copy of their proposed order(s) with catalog cuts and specifications to the CTDOT Administering District for review and approval. The Contractor will be solely responsible for the costs of any equipment purchased without approval.

After the approval of the hardware/software, the Contractor must coordinate delivery with the administering Construction District.

Rev. Date 09/14/2016

The Contractor shall provide all supplies, maintenance, and repairs (including labor and parts) for the hardware/software, for the duration of the Contract. All repairs must be performed with-in 48 hours. If the repairs require more than a 48 hours then an equal or better replacement must be provided.

Repair(s) or replacement(s) of equipment for any reason shall be provided at no additional cost to the State.

<u>Concrete Testing Equipment:</u> If the Contract includes items that require compressive strength cylinders for concrete, in accordance with the Schedule of Minimum Testing Requirements for Sampling Materials for Test, the Contractor shall provide the following.

- A) Concrete Cylinder Curing Box meeting the requirements of Section 6.12 of the Standard Specifications.
- B) Air Meter The air meter provided shall be in good working order and will meet the requirements of AASHTO T 152.
- C) Slump Cone Mold Slump cone, base plate, and tamping rod shall be provided in like-new condition and meet the requirements of AASHTO T119, Standard Test Method for Slump of Hydraulic-Cement Concrete.

All testing equipment will remain the property of the Contractor at the completion of the project.

Method of Measurement: The furnishing and maintenance of the construction field office furnishings and equipment will be measured for payment by the number of calendar months that the equipment is in place and in operation, measured to the nearest month.

There will not be a price adjustment due to a change in the minimum computer system requirements.

Basis of Payment: The furnishing and maintenance of the construction field office furnishings and equipment will be paid at the listed unit price per month for the respective item "Construction Field Office Furnishings and Equipment", which price shall include all material, equipment, labor, service contracts, licenses, repair or replacement of hardware and software, related supplies and work incidental thereto, as well as any other costs to provide requirements of this specification.

Pay ItemPay UnitConstruction Field Office Furnishings and EquipmentMonth

INDEX OF CSI-FORMATTED SPECIFICATION

AND

CORRESPONDING FORM 817 ITEM NUMBER THE ROOF REPLACEMENT OF THE

REPAIR FACILITY WILLINGTON, CONNECTICUT STATE PROJECT NO. 0160-0151

<u>Item #</u>	CSI Sect.	<u>Description of Item</u>				
DIVISION 1 – GENERAL REQUIREMENTS						
0177150A	013233	PHOTOGRAPHIC DOCUMENTATION				
	DIVISION 5 – METALS					
0177150A 0177150A	053100 055000	STEEL DECKING METAL FABRICATIONS				
DIVISION 6 – WOOD, PLASTICS, AND COMPOSITES						
0177150A	061000	ROUGH CARPENTRY				
DIV	DIVISION 7 - THERMAL AND MOISTURE PROTECTION					
0177150A 0177150A 0177150A 0177150A 0177150A	075419 075420 076200 077100 077200 079200	POLYVINYL-CHLORIDE (PVC) ROOFING CHECKLIST FOR ROOFING SYSTEM SHEET METAL FLASHING AND TRIM ROOF SPECIALTIES ROOF ACCESSORIES JOINT SEALANTS				
DIVISION 23 – HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)						
0177150A 0177150A	233423 233823	HVAC POWER VENTILATORS INDUSTRIAL VENTILATIING EQUIPMENT				

SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY:

A. The Contractor shall engage the services of a qualified professional photographer and videographer to create a visual record of the construction of the Project.

1.2 INFORMATIONAL SUBMITTALS:

A. At the Preconstruction Meeting, submit to the Engineer for approval the name of the photographer and the videographer who will be responsible for taking the photographs and the videos during construction.

1.3 PHOTOGRAPHIC DOCUMENTATION SUBMITTALS:

- A. Transmittal of Submittals: The Contractor shall transmit the photographs and the key plan and video recordings in a zipped folder submittal package and upload into ProjectWise "01.0 Projects-Active" under the subfolder "160_Project Photos" under the project number main folder within 7 calendar days of taking the photographs or recording the video. The specific work flow to do so will be distributed at the Preconstruction Meeting.
 - 1. The Contractor shall attribute the submittal packages in ProjectWise using the following the following attributes and naming conventions:
 - a. Discipline: CTR
 - b. Main Category: CONTRACTOR
 - c. Sub Category: PROGRESS PHOTOS
 - d. Label: "Project Number-Progress Photos #XX-Date" or "Project Number-Video #XX-Date"
 - e. Description: "Progress Photos #XX-Date" or "Video #XX-Date"
 - 2. Submittal packages shall be limited to 100 MB; larger packages will need to be broken up.
 - 3. After uploading photographs and the key plan **or** the video recording, the Contractor shall provide e-mail notification to submittal reviewers and other key personnel at their business e-mail address that the submittals have been uploaded and are available for review. The Contractor shall provide a web link to the zipped folder submittal within their e-mail notification. The Contractor shall include the following information in the notification e-mail subject line in this

- order: "Project Number-Progress Photos #XX-Date" or "Project Number-Video #XX-Date".
- 4. The Contractor shall transmit (2) DVD's or flash drives of all training video recordings to the Owner through the Engineer as part of the Project Closeout process.

1.4 QUALITY ASSURANCE:

A. Photographer and Videographer Qualifications: A professional photographer and videographer with a minimum of 3 years' experience on construction projects.

1.5 FORMATS AND MEDIA:

- A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels, and with vibration-reduction technology. Use flash in low light levels or backlit conditions. Individual images may be approximately 5 MB to allow the Department to print clear 8x10 photographs at a later date.
- B. Digital Video Recordings: Provide high-resolution, digital video in MPEG format, produced by a digital camera with minimum sensor resolution of 12 megapixels and capable of recording in full high-definition mode with vibration-reduction technology. Provide supplemental lighting in low light levels or backlit conditions.
- C. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software. Include metadata to record the accurate date and time and GPS location data from camera.

1.6 CONSTRUCTION PHOTOGRAPHS AND VIDEO RECORDINGS:

- A. General: The photographer shall take photographs with maximum depth of field and in focus. The photographer shall develop a key plan of the Project Site and building with notation of vantage points marked for location and direction of each photograph.
- B. Pre-Construction: Before commencement of Project Work, the photographer shall take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by the Engineer. Flag construction limits before taking construction photographs. The photographer shall take 24 photographs to show existing conditions adjacent to property before starting the Work and of existing buildings either on or adjoining property to accurately record physical conditions at start of construction. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.

- C. Periodic: The photographer shall take 24 photographs monthly coinciding as closely as possible with the completion of a major construction phase. Select vantage points to show status of construction and progress since last photographs were taken. Prior to taking any photographs review the proposed vantage points with the Engineer. Photographs are for a record of the progress of work. Therefore, they shall be taken at a maximum interval of one month, whether or not they show any completion of work performed during the preceding month.
- D. Final: The photographer shall take 24 photographs after the date of Substantial Completion for submission as Project Record Documents. The Engineer will inform photographer of desired vantage points.
- E. Additional: The Engineer may request photographs in addition to periodic photographs specified with as few as 3 calendar days' notice except in emergency situations when the photographer shall take additional photographs within 24 hours of the request. Circumstances that could require additional photographs include, but are not limited to, the following: (1) special events planned at Project Site; (2) immediate follow-up when on-site events result in construction damage or losses; (3) photographs to be taken at off-site fabrication locations; (4) Substantial Completion of a major phase or component of the Work; and (5) Owner's request for special publicity photographs.
- F. Training: The videographer shall record each training session in accordance with subsection 5 of Form 817 Article 1.20-1.08.14.

1.7 PHOTOGRAPHIC DOCUMENTATION RELEASE:

A. The photographer and the videographer shall furnish to the Department a written photographic documentation release which states the following:

[Addressed to:]

Commissioner of Transportation Department of Transportation P.O. Box 317546 Newington, CT 06131-7546

Project Title and Number

We understand that all intellectual property rights associated with the photographic documentation prepared in direct service of the Contract shall transfer, along with the media itself, to the Department. We agree that said photographic documentation cannot be used for any purposes, including marketing, without the expressed written consent of the Department.

Signatures of Authorized Parties:

Photographer Signature	Date
Photographer Printed Name	
Videographer Signature	Date
Videographer Printed Name	

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013233

SECTION 053100 - STEEL DECKING

PART 1 - GENERAL

1.1 SUMMARY:

- A. This Section includes the following:
 - 1. Metal Roof Deck.
- B. Related CSI Sections include the following:
 - 1. Division 05 Section 055000, "Metal Fabrications" for framing deck openings with miscellaneous steel shapes.

1.2 SUBMITTALS:

- A. Submit the following in accordance with Form 817 Article 1.20-1.05.02 and <u>NOTICE</u> TO CONTRACTOR SUBMITTALS.
- B. Product Data: For each type of deck, accessory and product indicated.
- C. Shop Drawings: Show layout and types of deck panels, anchorage details, reinforcing channels, pans, cut deck openings, special jointing, accessories and attachments to other construction.
- D. Quality Assurance Submittals:
 - 1. Product Certificates: For each type of steel deck, signed by product manufacturer.
 - 2. Welding certificates.
 - 3. Field quality-control test and inspection reports.
 - 4. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that each of the following complies with requirements: Power-actuated mechanical fasteners.
 - 5. Research/Evaluation Reports: Evidence of steel deck's compliance with building code in effect for the Project.

1.3 QUALITY ASSURANCE:

A. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.

- B. Installer Qualifications: An experienced installer who has completed steel deck similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful service and performance.
- C. Welding: Qualify procedures and personnel according to AWS D1.1, "Structural Welding Code-Steel and AWS D1.3, "Structural Welding Code Sheet Steel."
- D. AISI Specifications: Calculate structural characteristics of steel deck according to AISI's "Specification for the Design of Cold-Formed Steel Structural Members."
- E. FMG Listing: Provide steel roof deck evaluated by FMG and listed in FMG's "Approval Guide, Building Materials" for Class 1 fire rating and Class 1-90 windstorm ratings.

1.4 DELIVERY, STORAGE, AND HANDLING:

- A. Protect steel deck from corrosion, deformation, and other damage during delivery, storage and handling.
- B. Stack steel deck on platforms or pallets and slope to provide drainage. Protect with a waterproof covering and ventilate to avoid condensation.

1.5 COORDINATION:

A. Coordinate installation of sound-absorbing insulation strips in topside ribs of acoustical deck with roofing installation specified in CSI Division 07 to ensure protection of insulation strips against damage from effects of weather and other causes.

PART 2 - PRODUCTS

2.1 MANUFACTURERS:

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Steel Deck:

- a. BHP Steel Building Products USA Inc.
- b. Canam Steel Corp.; The Canam Manac Group.
- c. Consolidated Systems, Inc.
- d. DACS, Inc.
- e. D-Mac Industries Inc.
- f. Epic Metals Corporation.
- g. Marlyn Steel Decks, Inc.

- h. Nucor Corp.; Vulcraft Division.
- i. Roof Deck, Inc.
- j. United Steel Deck, Inc.

2.2 ROOF DECK:

- A. Steel Roof Deck: Fabricate panels, without top-flange stiffening grooves, to comply with "SDI Specifications and Commentary for Steel Roof Deck," in SDI Publication No. 30, and with the following:
 - 1. Galvanized Steel Sheet: ASTM A 653, Structural Steel (SS), Grade 33, G90 zinc coating.
 - 2. Deck Profile: Type B, wide rib
 - 3. Profile Depth: 1½"
 - 4. Design Uncoated-Steel Thickness: 18 Gauge (0.0474 in.)
 - 5. Yield Strength: 33 ksi minimum
 - 6. Span Condition: As indicated on plans. The location of support for the steel roof deck should not be greater than that indicated on plans. The indicated spans are measured center-to-center. The deflection limitation for the steel roof deck should not exceed L/240.
 - 7. Side Laps: Overlapped.
- B. The steel roof deck should be FM Global-Approved.

2.3 ACCESSORIES:

- A. General: Provide manufacturer's standard accessory materials for deck that comply with requirements indicated.
- B. Mechanical Fasteners: Corrosion-resistant, low-velocity, power-actuated or pneumatically driven carbon-steel fasteners; or self-drilling, self-threading screws.
- C. Side-Lap Fasteners: Corrosion-resistant, hexagonal washer head; self-drilling, carbon-steel screws, (3)- No. 10 minimum diameter.
- D. Flexible Closure Strips: Vulcanized, closed-cell, synthetic rubber.
- E. Miscellaneous Sheet Metal Deck Accessories: Steel sheet, minimum yield strength of 33,000 psi, not less than 0.0359-inch designs uncoated thickness, of same material and finish as deck; of profile indicated or required for application.
- F. Weld Washers: Uncoated steel sheet, shaped to fit deck rib, 0.0598 inch thick, with factory-punched hole of 3/8-inch minimum diameter.
- G. Flat Sump Plate: Single-piece steel sheet, 0.0747 inch thick, of same material and finish as deck. For drains, cut holes in the field.

H. Galvanizing Repair Paint: ASTM A 780.

PART 3 - EXECUTION

3.1 EXAMINATION:

A. Examine supporting frame and field conditions for compliance with requirements for installation tolerances and other conditions affecting performance.

3.2 INSTALLATION, GENERAL:

- A. The steel deck should be installed per its FM Approval listing and the FM Global Property Loss Prevention Data Sheet 1-29, Roof Deck Securement and Above-Deck Roof Components.
- B. Install deck panels and accessories according to applicable specifications and commentary in SDI Publication No. 30, manufacturer's written instructions and requirements in this Section.
- C. Install temporary shoring before placing deck panels, if required to meet deflection limitations.
- D. Locate deck bundles to prevent overloading of supporting members.
- E. Place deck panels on supporting frame and adjust to final position with ends accurately aligned and bearing on supporting frame before being permanently fastened. Do not stretch or contract side-lap interlocks.
- F. Place deck panels flat and square and fasten to supporting frame without warp or deflection.
- G. Cut and neatly fit deck panels and accessories around openings and other work projecting through or adjacent to deck.
- H. Provide additional reinforcement and closure pieces at openings as required for strength, continuity of deck and support of other work. The metal decking shall be trimmed out by the decking Contractor to eliminate rough edges.
- I. Comply with AWS requirements and procedures for manual shielded metal arc welding, appearance and quality of welds and methods used for correcting welding work.
- J. Mechanical fasteners may be used in lieu of welding to fasten deck. Locate mechanical fasteners and install according to deck manufacturer's written instructions.

3.3 ROOF-DECK INSTALLATION:

- A. Fasten roof-deck panels to steel supporting members by arc spot (puddle) welds of the surface diameter indicated or arc seam welds with an equal perimeter that is not less than 1-1/2 inches long, and as follows:
 - 1. Weld Diameter: 5/8 inch, nominal.
 - 2. Weld Spacing: a 36/7 fastening pattern. The weld should be spaced at a maximum spacing of 6 inches on center (every rib) in the field, and at all supports, corners and perimeter.
 - 3. Weld Washers: Install weld washers at each weld location.
- B. Side-Lap and Perimeter Edge Fastening: Fasten side laps and perimeter edges of panels between supports, at intervals not exceeding the lesser of 1/2 of the span or 18 inches, and as follows:
 - 1. Mechanically fasten with self-drilling, (3)- No. 10 diameter or larger, carbon-steel screws.
 - 2. Mechanically clinch or button punch.
 - 3. Fasten with a minimum of 1-1/2-inch-long welds.
- C. End Bearing: Install deck ends over supporting frame with a minimum end bearing of 1-1/2 inches, with end joints as follows:
 - 1. End Joints: Lapped 2 inches minimum.
- D. Uplift Loading: Install and anchor roof deck units to resist gross uplift loading of 15 psf at eave overhang and 10 psf for other roof areas.
- E. Roof Sump Pans and Sump Plates: Install over openings provided in roof deck and weld flanges to top of deck. Space more than 12 inches apart with at least one weld at each corner.
- F. Miscellaneous Roof-Deck Accessories: Install ridge and valley plates, finish strips, end closures and reinforcing channels according to deck manufacturer's written instructions. Weld to substrate to provide a complete deck installation.
- G. Flexible Closure Strips: Install flexible closure strips over partitions, walls and where indicated. Install with adhesive according to manufacturer's written instructions to ensure complete closure.

3.4 FIELD QUALITY CONTROL:

- A. Testing Agency: The Engineer will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Field welds will be subject to inspection.

- C. Testing agency will report inspection results promptly and in writing to Contractor and Engineer.
- D. Remove and replace work that does not comply with specified requirements.
- E. Additional inspecting, at Contractor's expense, will be performed to determine compliance of corrected work with specified requirements.

3.5 REPAIRS AND PROTECTION:

- A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on both surfaces of deck with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.
- B. Repair Painting: Wire brushing, cleaning, and repair painting of rust spots, welds and abraded areas of both deck surfaces are included in CSI Division 09.
- C. Provide final protection and maintain conditions to ensure that steel deck is without damage or deterioration at time of the issuance of the Certificate of Compliance.

END OF SECTION 053100

SECTION 055000 - METAL FABRICATIONS

PART 1 - GENERAL

1.1 SUMMARY:

A. This Section includes the following:

- 1. Steel framing and supports for mechanical and electrical equipment.
- 2. Steel framing and supports for applications where framing and supports are not specified in other Sections.
- 3. Loose bearing and leveling plates.
- 4. Steel weld plates and angles for casting into concrete not specified in other Sections.
- 5. Structural-steel door frames.
- 6. Miscellaneous steel trim including steel angle corner guards.
- 7. Metal ladders.

B. Products furnished, but not installed, under this Section include the following:

- 1. Loose steel lintels.
- 2. Anchor bolts, steel pipe sleeves and wedge-type inserts indicated to be cast into concrete or built into unit masonry.

C. Related CSI Sections include the following:

- 1. Division 03 Section 033000, "Cast-in-Place Concrete" for installing anchor bolts, steel pipe sleeves, wedge-type inserts and other items indicated to be cast into concrete.
- 2. Division 04 Section 042000, "Unit Masonry" for installing loose lintels, anchor bolts and other items indicated to be built into unit masonry.
- 3. Division 05 Section 051200, "Structural Steel Framing."
- 4. Division 06 Section 061000, "Rough Carpentry" for metal framing anchors.

1.2 PERFORMANCE REQUIREMENTS:

- A. Structural Performance of Ladders: Provide ladders capable of withstanding the effects of loads and stresses within limits and under conditions specified in ANSI A14.3.
- B. Thermal Movements: Provide exterior metal fabrications that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of connections and other detrimental effects. Base engineering

METAL FABRICATIONS Project No. 160-151 calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1.3 SUBMITTALS:

- A. Submit the following in accordance with Form 817 Article 1.20-1.05.02 and <u>NOTICE</u> TO CONTRACTOR-SUBMITTALS.
- B. Product Data: For the following:
 - 1. Paint products.
 - 2. Grout.
 - 3. Ladders.
 - 4. Drilled-In Anchors.
 - 5. Materials used in miscellaneous metal fabrications.
- C. Shop Drawings: Show fabrication and installation details for metal fabrications.
 - 1. Include plans, elevations, sections and details of metal fabrications and their connections. Show anchorage and accessory items.
 - 2. Provide templates for anchors and bolts specified for installation under other Sections.
 - 3. For installed products indicated to comply with design loads, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
- D. Quality Assurance Submittals
 - 1. Welding Certificates.
 - 2. Qualification Data: For Professional Engineer.

1.4 QUALITY ASSURANCE:

- A. Welding: Qualify procedures and personnel according to the following:
 - 1. AWS D1.1, "Structural Welding Code--Steel."
 - 2. AWS D1.2, "Structural Welding Code--Aluminum."
 - 3. AWS D1.3, "Structural Welding Code--Sheet Steel."
 - 4. AWS D1.6, "Structural Welding Code--Stainless Steel."
 - 5. Certify that each welder has satisfactory passed AWS qualification test for welding process involved and, if pertinent, has undergone recertification.

1.5 PROJECT CONDITIONS:

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication and indicate measurements on Shop Drawings.
 - 1. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating metal fabrications without field measurements. Coordinate wall and other contiguous construction to ensure that actual dimensions correspond to established dimensions.
 - 2. Provide allowance for trimming and fitting at site.

1.6 COORDINATION:

- A. Coordinate installation of anchorages for metal fabrications. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts and items with integral anchors that are to be embedded in concrete or masonry. Deliver such items to Project Site in time for installation.
- B. Coordinate installation of steel weld plates and angles for casting into concrete that are specified in this Section but required for work of another Section. Deliver such items to Project Site in time for installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS:

- A. In other portions of Part 2 where titles below introduce lists, the following requirements apply to product selection:
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.

2.2 METALS, GENERAL:

A. Metal Surfaces, General: Provide materials with smooth, flat surfaces, unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names or blemishes.

2.3 FERROUS METALS:

A. Steel Plates, Shapes and Bars: ASTM A 36.

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B. Steel Pipe: ASTM A 53, standard weight (Schedule 40), unless another weight is indicated or required by structural loads.

2.4 FASTENERS:

- A. General: Unless otherwise indicated, provide Type 304 and Type 316 for corrosive environment, stainless-steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B 633, Class Fe/Zn 5, at exterior walls. Provide stainless-steel fasteners for fastening aluminum. Select fasteners for type, grade and class required.
- B. Steel Bolts and Nuts: Regular hexagon-head bolts, ASTM A 307, Grade A; with hex nuts, ASTM A 563; and where indicated, flat washers.
- C. Anchor Bolts: ASTM F 1554, Grade 36
 - 1. Provide hot-dip or mechanically deposited, zinc-coated anchor bolts where item being fastened is indicated to be galvanized.
- D. Eyebolts: ASTM A 489
- E. Machine Screws: ASME B18.6.3
- F. Lag Bolts: ASME B18.2.1
- G. Wood Screws: Flat head, ASME B18.6.1
- H. Plain Washers: Round, ASME B18.22.1
- I. Lock Washers: Helical, spring type, ASME B18.21.1
- J. Cast-in-Place Anchors in Concrete: Anchors capable of sustaining, without failure, a load equal to four times the load imposed, as determined by testing according to ASTM E 488, conducted by a qualified independent testing agency.
 - 1. Threaded or wedge type; galvanized ferrous castings, either ASTM A 47 malleable iron or ASTM A 27 cast steel. Provide bolts, washers and shims as needed, hot-dip galvanized per ASTM A 153.
- K. Expansion Anchors: Anchor bolt and sleeve assembly with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing according to ASTM E 488, conducted by a qualified independent testing agency.
 - 1. Material for Anchors in Interior Locations: Carbon-steel components zinc-plated to comply with ASTM B 633, Class Fe/Zn 5.

2. Material for Anchors in Exterior Locations: Alloy Group 1 (A1) or 2 (A4) stainless-steel bolts complying with ASTM F 593 and nuts complying with ASTM F 594.

2.5 MISCELLANEOUS MATERIALS:

- A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
- B. Primer: Comply with Section 099113 "Exterior Painting" and Section 099123 "Interior Painting. Primer: Comply with performance requirements in SSPC-Paint Spec No. 20 Type II Zinc-Rich Organic
 - 1. Use any of the following zinc-based products subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. AkzoNobel; Devoe Coatings CATHACOAT 313 Organic Zinc Rich Primer
 - b. Cloverdale Paint; High Performance ClovaZinc 3 Epoxy Zinc Rich Primer
 - c. PPG Architectural Finishes, Inc.: Aquapon Zinc-rich Primer 97-670
 - d. Rust-Oleum; Rust O Zinc Organic Zinc Rich Primer
 - e. Tnemec Company, Inc.: Tnemec-Zinc 90-97
 - f. Sherwin-Williams Company: Corothane I GalvaPac Zinc Primer
 - g. Sherwin-Williams; Protective & Marine Zinc Clad IV
- C. Galvanizing Repair Paint: High-zinc-dust-content paint for re-galvanizing welds in steel, complying with SSPC-Paint 20.
- D. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.
- E. Non-shrink, Non-metallic Grout: Factory-packaged, non-staining, non-corrosive, non-gaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.
- F. Concrete Materials and Properties: Comply with requirements in CSI Division 03 Section 033000, "Cast-in-Place Concrete" for normal-weight, air-entrained, ready-mix concrete with a minimum 28-day compressive strength of 4000 psi, unless otherwise indicated.

2.6 FABRICATION, GENERAL:

A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural strength and integrity of joined pieces. Clearly mark units for reassembly and coordinated installation.

- B. Cut, drill and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch, unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- D. Form exposed work true to line and level with accurate angles and surfaces and straight edges.
- E. Weld corners and seams continuously to comply with the following:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion-resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove welding flux immediately.
 - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and the contour of welded surface matches that of adjacent surface.
- F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) screws or bolts, unless otherwise indicated. Locate joints where least conspicuous.
- G. Fabricate seams and other connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
- H. Cut, reinforce, drill and tap metal fabrications as indicated to receive finish hardware, screws and similar items.
- I. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.
- J. Allow for thermal movement resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening up of joints, overstressing of components, failure of connections and other detrimental effects. Base engineering calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 deg F, ambient; 180 F, material surfaces.

2.7 MISCELLANEOUS FRAMING AND SUPPORTS:

A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.

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- B. Fabricate units from steel shapes, plates and bars of welded construction, unless otherwise indicated. Fabricate to sizes, shapes and profiles indicated and as necessary to receive adjacent construction retained by framing and supports. Cut, drill and tap units to receive hardware, hangers and similar items.
 - 1. Fabricate units from slotted channel framing where indicated.
 - 2. Furnish inserts if units are installed after concrete is placed.
- C. Fabricate steel girders for wood frame construction from continuous steel shapes of sizes indicated.
 - 1. Provide bearing plates welded to beams where indicated.
 - 2. Drill girders and plates for field-bolted connections where indicated.
 - 3. Where wood nailers are attached to girders with bolts or lag screws, drill holes at 24 inches o.c.
- D. Fabricate steel pipe columns for supporting wood frame construction from steel pipe with steel base plates and top plates as indicated. Drill base plates and top plates for anchor and connection bolts and weld to pipe with fillet welds all around. Make welds the same size as pipe wall thickness, unless otherwise indicated.
 - 1. Unless otherwise indicated, fabricate from Schedule 40 steel pipe.
 - 2. Unless otherwise indicated, provide 1/2-inch base plates with four 5/8-inch anchor bolts and 1/4-inch top plates.
- E. Galvanize miscellaneous framing and supports where indicated.

2.8 LOOSE STEEL LINTELS:

- A. Fabricate loose steel lintels from steel angles and shapes of size indicated for openings and recesses in masonry walls and partitions at locations indicated. Weld adjoining members together to form a single unit where indicated.
- B. Size loose lintels to provide bearing length at each side of openings equal to 1/12 of clear span but not less than 8 inches, unless otherwise indicated.
- C. Galvanize loose steel lintels located in exterior walls.

2.9 LOOSE BEARING AND LEVELING PLATES:

- A. Provide loose bearing and leveling plates for steel items bearing on masonry or concrete construction. Drill plates to receive anchor bolts and for grouting.
- B. Galvanize plates after fabrication.

2.10 STEEL WELD PLATES AND ANGLES:

A. Provide steel weld plates and angles not specified in other Sections, for items supported from concrete construction as needed to complete the Work. Provide each unit with not less than two integrally welded steel strap anchors for embedding in concrete.

2.11 MISCELLANEOUS STEEL TRIM:

- A. Unless otherwise indicated, fabricate units from steel shapes, plates and bars of profiles shown with continuously welded joints and smooth exposed edges. Miter corners and use concealed field splices where possible.
- B. Provide cutouts, fittings and anchorages as needed to coordinate assembly and installation with other work.
 - 1. Provide with integrally welded steel strap anchors for embedding in concrete or masonry construction.
- C. Galvanize exterior miscellaneous steel trim and interior miscellaneous steel trim, where indicated.

2.12 METAL LADDERS:

A. General:

- 1. Comply with ANSI A14.3, unless otherwise indicated.
- 2. Space side-rails 24 inches apart, unless otherwise indicated.
- 3. Support each ladder at top and bottom and not more than 48 inches o.c. with welded or bolted brackets, made from same metal as ladder to comply with ANSI A 14.3 and manufacturer's recommendations.

B. Metal Ladders:

- 1. Side-rails: Continuous channels or tubes, not less than 2-1/2 inches deep, 3/4 inch wide, and 1/8 inch thick.
- 2. Rungs: Tubes, not less than 3/4 inch deep and not less than 1/8 inch thick, with ribbed tread surfaces.
- 3. Platforms: Welded or pressure-locked steel bar grating, supported by steel angles. Limit openings in gratings to no more than 1/2 inch in least dimension.
- 4. Fit rungs in centerline of side-rails; fasten by welding or with stainless-steel fasteners or brackets.

2.13 METAL LADDER SAFETY CAGES:

A. General:

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- 1. Fabricate ladder safety cages to comply with ANSI A14.3. Assemble by welding or with stainless-steel fasteners.
- 2. Provide primary hoops at tops and bottoms of cages and spaced not more than 20 feet o.c. Provide secondary intermediate hoops spaced not more than 48 inches o.c. between primary hoops.
- 3. Fasten assembled safety cage to ladder rails and adjacent construction by welding or with stainless-steel fasteners, unless otherwise indicated.

B. Ladder Safety Cages:

- 1. Primary Hoops: 1/4-by-4-inch flat bar hoops.
- 2. Secondary Intermediate Hoops: 1/4-by-2-inch flat bar hoops.
- 3. Vertical Bars: 1/4-by-2-inch flat bars secured to each hoop.

2.14 FINISHES, GENERAL:

- A. Comply with CSI Division 09 painting Sections.
- B. Finish metal fabrications after assembly.

2.15 STEEL AND IRON FINISHES:

- A. Galvanizing: Hot-dip galvanize items as indicated to comply with applicable standard listed below:
 - 1. ASTM A 123, for galvanizing steel and iron products.
 - 2. ASTM A 153, for galvanizing steel and iron hardware.
- B. Preparation for Shop Priming: Clean surfaces to be painted. Remove loose rust and mill scale and spatter, slag, or flux deposits. Prepare surfaces according to the following specifications and standards:
 - 1. SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning." All fins, tears, slivers and burred or sharp edges that are present on any steel member or that appear during the blasting operation shall be removed by grinding and the area re-blasted to give a 2-3 mil surface profile.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL:

A. Cutting, Fitting and Placement: Perform cutting, drilling and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment

- and elevation; with edges and surfaces level, plumb, true and free of rack; and measured from established lines and levels.
- B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
- C. Field Welding: Comply with the following requirements:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove welding flux immediately.
 - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag bolts, wood screws and other connectors.
- E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry or similar construction.
- F. Corrosion Protection: Coat concealed surfaces of aluminum that will come into contact with grout, concrete, masonry, wood or dissimilar metals with a heavy coat of bituminous paint.

3.2 INSTALLING MISCELLANEOUS FRAMING AND SUPPORTS:

- A. General: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.
- B. Anchor supports for operable partitions securely to and rigidly brace from building structure.
- C. Support steel girders on solid grouted masonry, concrete or steel pipe columns. Secure girders with anchor bolts embedded in grouted masonry or concrete or with bolts through top plates of pipe columns.
 - 1. Where grout space under bearing plates is indicated for girders supported on concrete or masonry, install as specified in Part 3.3 "Installing Bearing and Leveling Plates".

- D. Install pipe columns on concrete footings with grouted base plates. Position and grout column base plates as specified in Part 3.3 "Installing Bearing and Leveling Plates".
 - 1. Grout base plates of columns supporting steel girders after girders are installed and leveled.

3.3 INSTALLING BEARING AND LEVELING PLATES:

- A. Clean concrete and masonry bearing surfaces of bond-reducing materials and roughen to improve bond to surfaces. Clean bottom surface of plates.
- B. Set bearing and leveling plates on wedges, shims or leveling nuts. After bearing members have been positioned and plumbed, tighten anchor bolts. Do not remove wedges or shims but, if protruding, cut off flush with edge of bearing plate before packing with grout.
 - 1. Use non-shrink, non-metallic grout in exposed locations, unless otherwise indicated.
 - 2. Pack grout solidly between bearing surfaces and plates to ensure that no voids remain.

3.4 ADJUSTING AND CLEANING:

- B. Touchup Painting: After installation, promptly clean, prepare, and prime or reprime field connections, rust spots and abraded surfaces of prime-painted joists and accessories, bearing plates and abutting structural steel.
 - 1. Clean and prepare surfaces by SSPC-SP 2 hand-tool cleaning or SSPC-SP 3 power-tool cleaning.
 - 2. Apply a compatible primer of same type as shop primer used on adjacent surfaces.
- C. Finish Painting: Comply with CSI Division 09 painting Sections.
- D. Galvanized Surfaces: Clean field welds, bolted connections and abraded areas and repair galvanizing to comply with ASTM A 780.

END OF SECTION 055000

SECTION 061000 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY:

- A. This Section includes the following:
 - 1. Framing with dimension lumber.
 - 2. Wood blocking, cants, and nailers.

1.2 DEFINITIONS:

- A. Exposed Framing: Framing not concealed by other construction.
- B. Dimension Lumber: Lumber of 2 inches nominal or greater, but less than 5 inches nominal in least dimension.
- C. Lumber grading agencies, and the abbreviations used to reference them, include the following:
 - 1. SPIB: Southern Pine Inspection Bureau.

1.3 SUBMITTALS:

- A. Submit the following in accordance with Form 817, Article 1.20-1.05.02 and <u>NOTICE</u> TO CONTRACTOR <u>SUBMITTALS</u>.
- B. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
 - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
 - 2. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
 - 3. Include copies of warranties from chemical treatment manufacturers for each type of treatment.
- C. Fastener Schedule: Include the following information:
 - 1. Fastener application, location, and designation.

- 2. Fastener manufacturer and product name.
- D. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.
- E. Research/Evaluation Reports: For the following, showing compliance with building code in effect for Project:
 - 1. Wood-preservative-treated wood.
 - 2. Engineered wood products.
 - 3. Power-driven fasteners.
 - 4. Powder-actuated fasteners.

1.4 QUALITY ASSURANCE:

- A. Source Limitations for Engineered Wood Products: Obtain each type of engineered wood product through one source from a single manufacturer in accordance with Form 817 Article 1.20-1.06.01.
- B. Forest Certification: For the following wood products, provide materials produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC 1.2, "Principles and Criteria":
 - 1. Dimension lumber framing.
 - 2. Laminated veneer lumber.
 - 3. Rim boards.
 - 4. Miscellaneous lumber.

1.5 DELIVERY, STORAGE, AND HANDLING:

A. Stack lumber flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL:

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory-mark each piece of lumber with grade-stamp of grading agency.

- 2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
- 3. Provide dressed lumber, S4S, unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER:

- A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with the ground; Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.
 - 2. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
 - 1. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece.
- D. Application: Treat all rough carpentry items, unless otherwise indicated.

2.3 DIMENSION LUMBER FRAMING:

- A. Maximum Moisture Content: 15 percent for 2-inch nominal thickness or less, and 19 percent for more than 2-inch nominal thickness.
- B. Wall Framing, Roof Framing and Truss Members: Southern Pine of No.1, No. 2 or better grade, with minimum Allowable Stress Capacities and Modulus of Elasticity as indicated on the plans.

2.4 MISCELLANEOUS LUMBER:

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - 1. Blocking.
 - 2. Nailers.

- 3. Rooftop equipment bases and support curbs.
- 4. Cants.
- 5. Furring.
- 6. Grounds.
- B. For blocking not used for attachment of other construction. Southern Pine of No.1, No. 2 or better grade, with minimum Allowable Stress Capacities and Modulus of Elasticity as indicated on the plans.
- C. For items of dimension lumber, provide Southern Pine, No.1 grade, with 15 percent maximum moisture content.
- D. For blocking and nailer used for attachment of other construction. Select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

2.5 FASTENERS:

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
 - 1. Where rough carpentry is exposed to weather, in ground contact, pressurepreservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Lag Bolts: ASME B18.2.1.
- F. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.
- G. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
 - 1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.

2.6 MISCELLANEOUS MATERIALS:

- A. Sill-Sealer Gaskets: Glass-fiber-resilient insulation, fabricated in strip form, for use as a sill sealer; 1-inch nominal thickness, compressible to 1/32 inch; selected from manufacturer's standard widths to suit width of sill members indicated.
- B. Water-Repellent Preservative: NWWDA-tested and -accepted formulation containing 3-iodo-2-propynyl butyl carbamate, combined with an insecticide containing chloropyrifos as its active ingredient.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL:

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- B. Framing Standard: Comply with AF&PA's WCD 1 "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- C. Do not splice structural members between supports, unless otherwise indicated.
- D. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
- E. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- F. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
 - 1. Use inorganic boron for items that are continuously protected from liquid water.
- G. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. NES NER-272 for power-driven fasteners.
 - 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
- H. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Do not countersink nail heads, unless otherwise indicated.

I. For exposed work, arrange fasteners in straight rows parallel with edges of members, with fasteners evenly spaced, and with adjacent rows staggered.

3.2 WOOD BLOCKING, AND NAILER INSTALLATION:

- A. Install where indicated and where required for screeding or attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated.
- C. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

3.3 WOOD FURRING INSTALLATION:

A. Install level and plumb with closure strips at edges and openings. Shim with wood as required for tolerance of finish work.

3.4 PROTECTION:

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061000

SECTION 075419 - POLYVINYL-CHLORIDE (PVC) ROOFING

PART 1 - GENERAL

1.1 SUMMARY:

A. Section Includes:

- 1. Mechanically fastened polyvinyl-chloride (PVC) roofing system.
- 2. Roof insulation.
- 3. Cover Board.
- 4. Roof to roof expansion joint.

B. Related CSI Sections include the following:

- 1. Division 05 Section 053100, "Steel Decking" for furnishing acoustical deck rib insulation.
- 2. Division 06 Section 061000 "Rough Carpentry" for wood nailers, curbs, and blocking.
- 3. Division 07 Section 076200 "Sheet Metal Flashing and Trim" for metal roof flashings, counterflashings, gutters and downspouts.
- 4. Division 07 Section 077100 "Roof Specialties" for roof-edge flashing and coping.
- 5. Division 07 Section 077200 "Roof Accessories" for fall-protection.
- 6. Division 07 Section 079200 "Joint Sealants" for joint sealants, joint fillers, and joint preparation.

1.2 DEFINITIONS:

A. Roofing Terminology: Definitions in ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" apply to work of this Section.

1.3 PREINSTALLATION MEETINGS:

- A. Conduct a Pre-Installation Meeting at the Project Site in compliance with the requirements of Form 817 Article 1.20-1.05.24 subsection 2.
 - 1. Meet with Owner, Designer, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
 - 2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.

- 3. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
- 4. Review deck substrate requirements for conditions and finishes, including flatness and fastening.
- 5. Review structural loading limitations of roof deck during and after roofing.
- 6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that affects roofing system.
- 7. Review governing regulations and requirements for insurance and certificates if applicable.
- 8. Review temporary protection requirements for roofing system during and after installation.
- 9. Review roof observation and repair procedures after roofing installation.

1.4 SUBMITTALS:

- A. Submit the following in accordance with Form 817 Article 1.20-1.05.02 and <u>NOTICE TO CONTRACTOR SUBMITTALS</u>.
- B. Product Data: For each type of product.
 - 1. Include FM Global RoofNav Assembly Number.
 - 2. Include FM Global Application for Acceptance of Roofing System (Form X2688), Checklist for Roofing System. A copy of this document immediately follows this Section.

C. LEED Submittals:

- 1. Product Data for Credit SS 7.2: For roof materials, documentation indicating that roof materials comply with Solar Reflectance Index requirement.
- D. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other work, including:
 - 1. Base flashings and membrane terminations.
 - 2. Tapered insulation, including slopes.
 - 3. Roof plan showing orientation of steel roof deck and orientation of roofing, fastening spacings, and patterns for mechanically fastened roofing.
 - 4. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.
 - 5. FM Global submittal forms for the roofing system.
- E. Samples for Verification: For the following products:
 - 1. 6 X 6 inch square of sheet roofing, of color specified including T-shaped side and end lap seam.
 - 2. Digital roof warranty sign including all information in Part 3.

- F. Qualification Data: For Installer and manufacturer.
- G. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in Part 2.2 "Performance Requirements".
 - 1. Submit evidence of compliance with performance requirements.
 - 2. F.M. Roof Nav#
- H. Product Test Reports: For components of roofing system, for tests performed by manufacturer and witnessed by a qualified testing agency.
- I. Sample Warranties: For each type of warranty.
- J. Quality Assurance Submittals:
 - 1. Manufacturer Qualifications: Manufacturer Certification Letter in accordance with <u>NOTICE TO CONTRACTOR POTENTIAL FOR ASBESTOS</u> CONTAINING MATERIALS.
 - 2. Qualification Data: For Installer and manufacturer.
 - 3. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of roofing system.
 - 4. Research/Evaluation Reports: For components of membrane roofing system.
- K. Maintenance Data: For roofing system to include in maintenance manuals to include in the operation and maintenance manuals specified in Form 817 Article 1.20-1.08.14 subsection 2 and described in <u>NOTICE TO CONTRACTOR - CLOSEOUT DOCUMENTS</u>.

1.5 QUALITY ASSURANCE:

- A. Qualifications: A qualified manufacturer that is FM Global approved for roofing system identical to that used for this Project.
- B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.

1.6 DELIVERY, STORAGE, AND HANDLING:

A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.

- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
 - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.

1.7 FIELD CONDITIONS:

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.8 WARRANTY:

- A. Refer to Form 817 Article 1.20-1.06.08 and <u>NOTICE TO CONTRACTOR –</u> CLOSEOUT DOCUMENTS for additional information.
- B. Roofing Manufacturer's Warranty: Submit a written warranty, without monetary limitation (no-dollar-limit), signed by roofing system manufacturer agreeing to promptly repair leaks resulting from defects in factory materials or site workmanship. Warranty shall cover the entire roofing system and shall be an all-inclusive "edge-to-edge" warranty, including but not limited to performance of design wind speed included Part 2.2. All roofing work performed under this Section including membrane roofing, sheet flashing, PVC-coated metal flashing, roof insulation, metal flashing, fasteners, and all accessories required by the roofing system manufacturer for the installation, shall be warranted by the roofing manufacturer for the following warranty period: 20 years from the issuance of the Certificate of Compliance.
- C. Special Project Warranty: All work included under this Section including membrane roofing, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, and walkway products, shall be warranted by the Contractor for the following warranty period: 2 years from the issuance of the Certificate of Compliance.

PART 2 - PRODUCTS

2.1 MANUFACTURERS:

- A. Source Limitations: Obtain components including roof insulation fasteners for roofing system from same manufacturer as membrane roofing or manufacturer approved by membrane roofing manufacturer.
- B. Membrane Roofing Manufactures: Subject to compliance with requirements, membrane roofing manufacturers offering products that may be incorporated into the Work are limited to the following:
 - 1. Johns Manville.
 - 2. GAF.
 - 3. Sarnafil Inc.

2.2 PERFORMANCE REQUIREMENTS:

- A. General Performance: Installed roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roofing and base flashings shall remain watertight.
 - 1. Accelerated Weathering: Roofing system shall withstand 2000 hours of exposure when tested according to ASTM G 152, ASTM G 154, or ASTM G 155.
 - 2. Impact Resistance: Roofing system shall resist impact damage when tested according to ASTM D 3746 or ASTM D 4272.
- B. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.
- C. Roofing System Design: Tested by a qualified testing agency to resist the following uplift pressures:
 - 1. Uplift Pressures: Refer to Architectural Roof Plan.
- D. FM Global Listing: Roofing, base flashings, and component materials shall comply with requirements in FM Global 4450 or FM Global 4470 as part of a built-up roofing system, and shall be listed in FM Global's "RoofNav" for Class 1 or noncombustible construction, as applicable. Identify materials with FM Global markings.
 - 1. Fire/Windstorm Classification: Class 1A-105.
 - 2. Hail-Resistance Rating: MH.
 - 3. Approval Category for Wind Zone: HM-SM (hurricane-prone region with small debris impact).

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- 4. Ground Roughness Category: C.
- 5. Basic Wind Speed: 120 mph.
- 6. Building Importance Factor: 1.15.
- 7. FM Global Data Sheet 1-28 Wind Design and 1-29 Roof Deck Securement and Above-Deck Components.
- 8. FM Global Data sheet 1-49 Perimeter Flashing.
- E. Fire-Resistance Ratings: Comply with fire-resistance-rated assembly designs indicated. Identify products with appropriate markings of applicable testing agency.
- F. U-Factor: Provide maximum U-factor of 0.039 for roof assembly as required by IECC.

2.3 PVC ROOFING:

- A. PVC Sheet: ASTM D 4434/D 4434M, Type III, fabric reinforced.
 - 1. Thickness: 80 mils.
 - 2. Exposed Face Color: White.

2.4 AUXILIARY ROOFING MATERIALS:

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing.
 - 1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
- B. Sheet Flashing: Manufacturer's standard sheet flashing of same material, type, reinforcement, thickness, and color as PVC sheet.
- C. Slip Sheet: Manufacturer's standard, of thickness required for application.
- D. Metal Termination Bars: Manufacturer's standard, predrilled stainless-steel or aluminum bars, approximately 1 by 1/8 inch thick; with anchors.
- E. Metal Battens: Manufacturer's standard, aluminum-zinc-alloy-coated or zinc-coated steel sheet, approximately 1 inch wide by 0.05 inch thick, prepunched.
- F. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Global 4470, designed for fastening roofing to substrate, and acceptable to roofing system manufacturer.
- G. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, lap sealants, termination reglets, and other accessories.

H. PVC Pipe Boots: Provide manufacturer's standard cone-shaped boot for vent pipe. Clamp boot to vent and provide water block.

2.5 ROOF INSULATION:

- A. General: Preformed roof insulation boards manufactured by PVC roofing manufacturer, selected from manufacturer's standard sizes suitable for application, of thicknesses indicated and that produce FM Global-approved roof insulation.
- B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class 1, Grade 2, felt or glass-fiber mat facer on both major surfaces.
- C. Tapered Insulation: Provide factory-tapered insulation boards fabricated to slope of 1/4 inch per 12 inches (1:48) unless otherwise indicated.
- D. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.

2.6 INSULATION ACCESSORIES:

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with roofing.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Global 4470, designed for fastening roof insulation and cover boards to metal deck, and acceptable to roofing system manufacturer.

2.7 COVER BOARD:

A. Provide manufacturers standard recommended cover board to be installed over the roof insulation. Product must be warrantable with the whole roof membrane system.

2.8 WALKWAYS:

A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, slip-resisting, surface-textured walkway rolls, and acceptable to roofing system manufacturer.

2.9 ROOF TO ROOF EXPANSION JOINT:

A. Roof to roof, elastomeric bellow with fiber glass batt insulation filled with integral vapor barrier insulation support and acceptable to roofing system manufacturer.

2.10 ROOF WARRANTY SIGN:

- A. Materials: Provide cast (not extruded or continuous cast) methyl methacrylate monomer plastic sheet, in sizes and thickness indicated, with a minimum flexural strength of 16,000 psi when tested according to ASTM D 790, with a minimum allowable continuous service temperature of 176 deg F and of the following general types:
 - 1. Opaque Sheet: Provide plaque sign that is manufactured from 1/8" thick laminated engraving stock.
 - 2. Engraved Copy: Engraved copy characters through the first background layer to expose the contrasting color of the inner core of the engraving stock.
 - a. Panel Size: 18"x20", long side horizontal.
 - b. Engraving Stock Thickness: 1/8-inch minimum.
 - c. Engraved Letter proportion: Letters and Numbers on signs shall have a width-to-height ratio between 3:5 and 1:1 and a stroke-width-to-height ratio between 1:5 and 1:10.
 - d. Engraved Letter Size: Characters shall be 5/8 inch high.
 - e. Background or first layer of engraving stock: Black
 - f. Inner core of engraving stock: White
 - g. Engraved letter style: Helvetica Medium with all upper case letters.
 - h. Mounting Methods: Mechanical mounting as indicated in Part 3.11 of this Section.

PART 3 - EXECUTION

3.1 EXAMINATION:

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work:
 - 1. Verify that roof openings and penetrations are in place, curbs are set and braced, and roof-drain bodies are securely clamped in place.
 - 2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
 - 3. Verify that surface plane flatness and fastening of steel roof deck complies with requirements in CSI Division 05 Section 053100, "Steel Decking."
 - 4. Verify that minimum concrete drying period recommended by roofing system manufacturer has passed.
 - 5. Verify that concrete substrate is visibly dry and free of moisture. Test for capillary moisture by plastic sheet method according to ASTM D 4263.
 - 6. Verify that concrete-curing compounds that will impair adhesion of roofing components to roof deck have been removed.

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B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION:

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.

3.3 ROOFING INSTALLATION, GENERAL:

- A. Install roofing system according to roofing system manufacturer's written instructions.
- B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at end of workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

3.4 INSULATION INSTALLATION:

- A. Install tapered insulation under area of roofing to conform to slopes indicated.
- B. Install insulation under area of roofing to achieve required thickness. Minimum thickness of insulation at roof edge shall be 6 inches. Where overall insulation thickness is 2.7 inches or greater, install two or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches in each direction.
 - 1. Where installing composite and noncomposite insulation in two or more layers, install noncomposite board insulation for bottom layer and intermediate layers, if applicable, and install composite board insulation for top layer.
- C. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- D. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch with insulation.
 - 1. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.

- E. Mechanically Fastened Insulation: Install each layer of insulation and secure to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type.
 - 1. Fasten insulation according to requirements in FM Global's "RoofNav" for specified Windstorm Resistance Classification.
 - 2. Fasten insulation to resist uplift pressure at corners, perimeter, and field of roof.
- F. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of 6 inches in each direction. Loosely butt cover boards together and fasten to roof deck.
 - 1. Fasten cover boards according to requirements in FM Global's "RoofNav" for specified Windstorm Resistance Classification.
 - 2. Fasten cover boards to resist uplift pressure at corners, perimeter, and field of roof.

3.5 MECHANICALLY FASTENED ROOFING INSTALLATION:

- A. Mechanically fasten roofing over area to receive roofing according to roofing system manufacturer's written instructions. Unroll roofing and allow to relax before retaining.
 - 1. Install sheet according to ASTM D 5082.
 - 2. For in-splice attachment, install roofing with long dimension perpendicular to steel roof deck flutes.
- B. Start installation of roofing in presence of roofing system manufacturer's technical personnel.
- C. Accurately align roofing, and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- D. In-Seam Attachment: Secure one edge of PVC sheet using fastening plates or metal battens centered within seam, and mechanically fasten PVC sheet to roof deck.
- E. Seams: Clean seam areas, overlap roofing, and hot-air weld side and end laps of roofing and sheet flashings according to manufacturer's written instructions to ensure a watertight seam installation.
 - 1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of sheet.
 - 2. Verify field strength of seams a minimum of twice daily, and repair seam sample areas.
 - 3. Repair tears, voids, and lapped seams in roofing that do not comply with requirements.

F. Spread sealant bed over deck-drain flange at roof drains, and securely seal roofing in place with clamping ring.

3.6 WALKWAY INSTALLATION:

A. Flexible Walkways: Install walkway products in locations indicated. Heat weld to substrate or adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.

3.7 ROOF TO ROOF EXPANSION JOINT:

A. Install roof to roof expansion joint in location indicated. Install per roofing system manufacturer's written instructions and detail.

3.8 FIELD QUALITY CONTROL:

- A. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.
 - 1. Notify Engineer seven (7) calendar days in advance of date and time of inspection.
- B. Flood Testing: Flood test each roofing area for leaks, according to recommendations in ASTM D 5957, after completing roofing and flashing but before overlying construction is placed. Install temporary containment assemblies, plug or dam drains, and flood with potable water.
 - 1. Flood each area for 24 hours.
 - 2. After flood testing, repair leaks, repeat flood tests, and make further repairs until roofing and flashing installations are watertight.
- C. Repair or remove and replace components of roofing system where inspections indicate that they do not comply with specified requirements.
- D. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.

3.9 PROTECTING AND CLEANING:

A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to the Engineer.

- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of the issuance of the Certificate of Compliance and according to requirements.
- C. Clean overspray and spillage using cleaning agents and procedures recommended by manufacturer of affected construction.
- D. Clean roof of debris, dirt and stains after installation is complete. Clean roof using cleaning agents and procedures recommended by manufacturer of affected construction.

3.10 INSTALLATION OF ROOF WARRANTY SIGN:

A. The Roof Warranty Sign shall be permanently anchored to the facility in an extruded aluminum with clear anodized finish frame, with stainless steel fasteners, in the mechanical room, unless otherwise directed by the Engineer. Panel sign shall include the following information:

NEW ROOF INSTALLATION WARRANTY

CTDOT (Project #): WILLINGTON REPAIR FACILITY

WARRANTY START DATE: (X/X/XX)

(Date of the issuance of the Certificate of Compliance)

ROOF TYPE: (Type of roof installed),

(i.e. Johns-Manville International, Inc. PVC Membrane)

WARRANTY: (Manufacturer's name and type of warranty), 20 yr NDL

WARRANTY NUMBER: (Actual Warranty number)

INSTALLER: (Contractor's name, town located, and telephone number.)

AFTER 2 YEARS CONTACT MANUFACTURER: (Manufacturer's name and telephone number of warranty service)

END OF SECTION 075419

CHECKLIST FOR ROOFING SYSTEM

M	lobal
	M

CONTACT INI	FORMATION:				INDEX NUMBE	R:		
ROOFING CONT	TRACTOR (NAME & ADDRES	SS)			TELEPHONE NO.:		FAX:	
					E-MAIL ADDRESS:		CONTACT	
					E-MAIL ADDRESS:		CONTACT:	
CLIENT (NAME	& ADDRESS)				TELEPHONE NO.:		FAX:	
					E-MAIL ADDRESS:	:	CONTACT:	
OVEDVIEW O	E WORK: (Submit 1 for	m nor roof aroa)						
	F WORK: (Submit 1 formule & Number:	n per 1001 area)						
	ensions: Length:	ft/m;	Width:		ft/m.;	Height		ft/m.
Roof Slope:	onolono. Longui.	10111,	vviati.		70111.,	rioigiit		101116
	ht ,max (in./m):		Parapet He	eiaht .min	(in /m):			
Type of Work		ion Rec			xisting Roofing	System)		
71		over/remove exis						
FM Approv	ed RoofNav Assem	bly Numbers:						
ROOF SURFA	ACING:							
None								
☐ Coating						(Tra	ide Name/App	
☐ Granules								lication Rate)
☐ Gravel/Sla	•							lication Rate)
☐ Ballast:	☐ Stone Size	☐ Pavers	(-	or square edge)	; 🗌 Other	:	
Ballast Weigl	nt (psf): Field:	Perimeter:		Corne	rs:			
	R/MEMBRANE: le ALL applicable detail Through Fastene Standing Seam m Fiber Reinforced Other:	d Metal etal	name, type,	number o	of plies, thicknes	es, reinforced,	adhesive)	
☐ Single Ply		☐ Adh	ered		☐ Fastened		Balla	sted
	Roofing (BUR)							
☐ Modified E		☐ Lap	Width	in/mm	☐ Lap Adhes	ion Type		
☐ Spray App	olied					7.		
Other:								
BASE SHEET (Please includ	: le Trade Name, Type, a	and Width)						
None								
Trade Name:				Width:		1 meter (39	9 In.)	
Fastened					nered			
	per RoofNav		OR	∐ Pei	FM Global Los	s Prevention [Data Sheet 1-2	29
Comments:	. ,							
Lap Width					Adhesion Type	9		
☐ Air Retard	ier			_ L va	oor Retarder			
INSULATION								
Layer	Trade Name				Thickness (In.)	Fastened	Adhered	Tapered
1. Top					, ,			
2. Next								
3. Next								
4. Next								
	er/Mineral Wool/Batt			│	er Type/Vapor E	Barrier		
☐ Thermal E	Barrier							

Project No. 160-151 108 076200

CHECKLIST FOR ROOFING SYSTEM

F	M	lobal
/ /		

Other:						
None						
DECK:						
(Please include manufacturer, type, yield strength,	, thickness/	gage, etc.)				
Steel:						
LWIC (Form Deck):		☐ Cementition	us Wood Fib	er:		
☐ Concrete: ☐ Pre-cast panels or ☐ Cast in	Place					
Wood						
☐ Fiber Reinforced Cement		☐ Fiber Reinf	orced Plastic	3		
☐ Gypsum: ☐ Plank		☐ Poured				
Other:						
Comments:						
ROOF STRUCTURE (Include Size, Gage, Etc.):						
☐ Purlins ☐ "C" OR ☐ "Z"						
☐ Joists ☐ Wood OR ☐ Steel						
☐ Beams ☐ Wood OR ☐ Steel						
Other:						
Spacing: Field:	Perimeter	:	Corner	rs:		
Comments:						
FASTENERS USED IN ROOF ASSEMBLY:						
Roof Cover Fasteners: Trade Name:		L	ength:	Diameter:		
Stress Plate/Batten:						
Spacing: Field: X	Perimeter	: X	Cornei	rs: X		
Insulation Fasteners: Trade Name:		Type:	•			
Size:		Stress Plate:				
Spacing: Field:	Perimeter	Corners:				
Deck Or Roof Panels Fasteners:			1 22			
Trade Name:		Type:				
Length:		Size Washer:				
If Weld: Size:	We	eld:		Washer:		
Deck Side Lap Fasteners: Field: X				Corners: X		
Spacing: Field: X	Pe	rimeter: X		Corners: X		
Base Sheet Fasteners	' '	12		12		
Trade Name:		Type:				
Head Diameter:		Length:				
Spacing: (Attached Sketches as necessary)						
Spacing Along Laps: Field:		Perimeter:		Corners:		
No. Intermediate Rows: Field:		Perimeter:		Corners:		
Spacing Along Intermediate Rows: Field:		Perimeter: Corners:				
PERIMETER FLASHING:				, , , , , , , , , , , , , , , , , , ,		
(Attach a detailed sketch of metal fascia, gravel st	op, nailer, d	· · · · · · · · · · · · · · · · · · ·				
FM Approved Flashing	Manufacturer/Trade Name:					
Other:	Flashing Max Wind Rating:					
Nailer Size / Securement Per FM Global Data Sheet 1-49? Yes No						
Comments:						
DRAINAGE:						
For new construction: Has roof drainage been designed by a Qualified Engineer per FM Global Loss Prevention Data Sheet 1-54						
and the local building code? Yes No (Attach details)						
For re-roofing and recovering: will the roof drainage be changed from the original design (for example: drain inserts, drains						
covered or removed, new expansion joints, blocked or reduced scupper size? Yes No						
If yes, were the changes reviewed by a Qualified				No. (Attack dataile)		
Is secondary (emergency) roof drainage provided per FM Global Data Sheet 1-54? Yes No (Attach details)						

Project No. 160-151 109 076200

CHECKLIST FOR ROOFING SYSTEM



FM Global OFFICE REVIEW (Please leave blank for FM Global Office Review)

WIND:						
Design Wind Speed:	(mph)		Ground Terrain: B C D			
Uplift Pressure in field:	(psf)		Uplift Rating Required:			
Adequate Uplift Rating Provid	ed:		Adequate? Yes No			
FIRE:						
Internal Assembly Rating:	Class 1	Class 2	Non-Combustible			
External Fire Rating:	Class A	Class B	Class C None			
Concealed Spaces?	☐ Yes ☐] No	Sprinklers below Roof?			
Adequate?	☐ Yes ☐	No				
HAIL:						
Hail Zone USH SF	I MH		Hail Rating Provided ☐VSH ☐ SH ☐ MH			
			FM 4473 Specification Class (if provided): 2 3 4			
Adequate?	s 🗌 No					
COLLAPSE:						
If standing seam, has collapse been reviewed?						

COMMENTS:

SECTION 076200 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SUMMARY:

A. Section Includes:

- 1. Gutters and downspouts.
- 2. Manufactured surface-mounted flashing.
- 3. Formed wall sheet metal fabrications.
- 4. Formed equipment support flashing.

B. Related CSI Sections:

- 1. Division 06 Section 061000, "Rough Carpentry" for wood nailers, curbs, and blocking.
- 2. Division 07 Section 075419, "Polyvinyl-Chloride (PVC) Roofing" for installation of sheet metal flashing and trim integral with roofing.
- 3. Division 07 Section 077100, "Roof Specialties" for manufactured roof specialties not part of sheet metal flashing and trim.
- 4. Division 07 Section 077200, "Roof Accessories" for set-on-type curbs, equipment supports, roof hatches, vents, and other manufactured roof accessory units.
- 5. Division 07 Section 079200, "Joint Sealants" for field-applied sheet metal flashing and trim sealants.

1.2 COORDINATION:

- A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.
- B. Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leakproof, secure, and noncorrosive installation.

1.3 SUBMITTALS:

- A. Submit the following in accordance with Form 817 Article 1.20-1.05.02 and NOTICE TO CONTRACTOR SUBMITTALS.
- B. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.

- C. Fastener Schedule: Include the following information:
 - 1. Fastener application, location, and designation.
 - 2. Fastener manufacturer and product name.
- D. Shop Drawings: For sheet metal flashing and trim.
 - 1. Include plans, elevations, sections, and attachment details.
 - 2. Include identification of material, thickness, weight, and finish for each item and location in Project.
 - 3. Include details for forming, including profiles, shapes, seams, and dimensions.
 - 4. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
 - 5. Include details of edge conditions, including eaves, ridges, valleys, rakes, crickets, and counterflashings as applicable.

E. Samples for Initial Selection:

- 1. For each type of sheet metal flashing and accessory indicated with factory-applied finishes.
- 2. Physical color palette of manufacturer's full range of colors for each type of flashing and accessories indicated.

F. Quality Assurance Submittals:

 Manufacturer Certification Letter in accordance with NOTICE TO CONTRACTOR – POTENTIAL FOR ASBESTOS CONTAINING MATERIALS.

1.4 QUALITY ASSURANCE:

- A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
 - 1. For copings and roof edge flashings that are FM approved, shop shall be listed as able to fabricate required details as tested and approved.

1.5 DELIVERY, STORAGE, AND HANDLING:

A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.

B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to the extent necessary for the period of sheet metal flashing and trim installation.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS:

- A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.
- D. Water Infiltration: Provide sheet metal flashing and trim that do not allow water infiltration to building interior.

2.2 SHEET METALS:

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying a strippable, temporary protective film before shipping.
- B. Aluminum Sheet: ASTM B 209 (ASTM B 209M), alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required.
 - 1. As-Milled Finish: Standard two-side bright finish.
 - 2. Surface: Smooth, flat.
 - 3. Color: As selected by Designer from Manufacturer's full range of colors.
- C. Stainless-Steel Sheet: ASTM A 240/A 240M or ASTM A 666, Type 304, dead soft, fully annealed.
 - 1. Finish: No.4 (polished directional satin).

- 2. Surface: Smooth, flat.
- 3. Color: As selected by Designer from Manufacturer's full range of colors.

2.3 ROOF-DRAINAGE SHEET METAL FABRICATIONS:

- A. Hanging Gutters: Fabricate to cross section required, complete with end pieces, outlet tubes, and other accessories as required. Fabricate in minimum 96-inch- (2400-mm) long sections. Furnish flat-stock gutter brackets and flat-stock gutter spacers and straps fabricated from same metal as gutters, of size recommended by cited sheet metal standard but with thickness not less than dimension indicated on Drawings. Fabricate expansion joints, expansion-joint covers, gutter bead reinforcing bars, and gutter accessories from same metal as gutters. Contractor shall reference removed gutter from repair, office and stores for profile and size of the new gutters to be installed. Provide color palette for selection by Designer.
 - 1. Gutter Profile: Style F according to cited sheet metal standards. Fabricate from the following materials:
 - a. Aluminum: 0.027 inches thick.
- B. Downspouts: Fabricate plain rectangular downspouts to dimensions indicated, complete with mitered elbows. Furnish with metal hangers from same material as downspouts and anchors.
 - 1. Hanger Style: Downspout strap.
 - 2. Fabricate from the following materials:
 - a. Aluminum: 0.027 inches thick, 4-1/2 inch by 2-1/2 inch at repair and office.
 - b. Aluminum: 0.027 inches thick, 4 inch by 3 inch at stores.

2.4 MISCELLANEOUS MATERIALS:

- A. General: Provide materials and types of fasteners, solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
 - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.

- C. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.
- D. Elastomeric Sealant: ASTM C 920, elastomeric silicone polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight. Refer to CSI Specification 079200 "Joint Sealants".
- E. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement. Refer to CSI Specification 079200 "Joint Sealants".

2.5 FABRICATION, GENERAL:

- A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, geometry, metal thickness, and other characteristics of item indicated. Fabricate items at the shop to greatest extent possible.
 - 1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
 - 2. Obtain field measurements for accurate fit before shop fabrication.
 - 3. Form sheet metal flashing and trim to fit substrate without excessive oil canning, buckling, and tool marks and true to line, levels and slopes and with exposed edges folded back to form hems.
 - 4. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- C. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
 - 1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
- D. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard and by FM Global Property Loss Prevention Data Sheet 1-49 for application, but not less than thickness of metal being secured.
- E. Seams: Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.

- F. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints where necessary for strength.
- G. Do not use graphite pencils to mark metal surfaces.

2.6 WALL SHEET METAL FABRICATIONS:

- A. Through-Wall Flashing: Fabricate continuous flashings in minimum 96-inch long, but not exceeding 12-foot long, sections, under copings, at shelf angles, and where indicated. Fabricate discontinuous lintel, sill, and similar flashings to extend 6 inches beyond each side of wall openings and form with 2-inch high, end dams. Fabricate from the following materials:
 - 1. Aluminum: 0.040 inch thick.
- B. Wall Expansion-Joint Cover: Fabricate from the following materials:
 - 1. Aluminum: 0.040 inch thick.

2.7 MISCELLANEOUS SHEET METAL FABRICATIONS:

- A. Equipment Support Flashing: Fabricate from the following materials:
 - 1. Aluminum: 0.040 inch thick.

PART 3 - EXECUTION

3.1 EXAMINATION:

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.
 - 1. Verify compliance with requirements for installation tolerances of substrates.
 - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL:

A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners,

solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.

- 1. Install sheet metal flashing and trim true to line and levels and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
- 2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
- 3. Space cleats not more than 12 inches apart. Anchor each cleat with two fasteners. Bend tabs over fasteners.
- 4. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
- 5. Torch cutting of sheet metal flashing and trim is not permitted.
- 6. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
 - 1. Coat concealed side of uncoated-aluminum and stainless-steel sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.
 - 1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
 - 2. Use lapped expansion joints only where indicated on Drawings.
- D. Fasteners: Use fastener sizes that penetrate wood blocking or sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.
- E. Seal joints as shown and as required for watertight construction.
 - 1. Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1 inch into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is moderate, between 40 and 70 deg F, set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F.
 - 2. Prepare joints and apply sealants to comply with requirements in CSI Division 07 Section 079200, "Joint Sealants."

- F. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pretin edges of sheets to be soldered to a width of 1-1/2 inches, except reduce pre-tinning where pre-tinned surface would show in completed Work.
 - 1. Do not solder metallic-coated steel and aluminum sheet.
 - 2. Pre-tinning is not required for zinc-tin alloy-coated stainless steel and zinc-tin alloy-coated copper.
 - 3. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
 - 4. Copper Soldering: Tin edges of uncoated copper sheets using solder for copper.
 - 5. Copper-Clad Stainless-Steel Soldering: Tin edges of uncoated sheets, using solder for copper-clad stainless steel.
- G. Rivets: Rivet joints in uncoated aluminum where necessary for strength.

3.3 INSTALLATION OF ROOF-DRAINAGE SYSTEM

A. Install sheet metal roof-drainage items to produce complete roof-drainage system in accordance with cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.

B. Hanging Gutters:

- 1. Join sections with riveted and soldered joints or joints sealed with sealant.
- 2. Provide for thermal expansion.
- 3. Attach gutters at eave or fascia to firmly anchor them in position.
- 4. Provide end closures and seal watertight with sealant.
- 5. Slope to downspouts.
- 6. Fasten gutter spacers to front and back of gutter.
- 7. Anchor gutter with straps spaced not more than 24 inches apart to roof deck unless otherwise indicated, and loosely lock to front gutter bead.
- 8. Install gutter with expansion joints as required. Install expansion-joint caps.

C. Downspouts:

- 1. Join sections with 1-1/2-inch telescoping joints.
- 2. Provide hangers with fasteners designed to hold downspouts securely to walls.
- 3. Provide elbows at base of downspout to direct water away from building at repair and office
- 4. Connect downspouts to underground drainage system at stores.

3.4 ROOF FLASHING INSTALLATION:

A. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing.

Extend counterflashing 4 inches over base flashing. Lap counterflashing joints a minimum of 4 inches. Secure in a waterproof manner by means of snap-in installation and sealant or lead wedges and sealant.

3.5 WALL FLASHING INSTALLATION:

A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to cited sheet metal standard unless otherwise indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.

3.6 MISCELLANEOUS FLASHING INSTALLATION:

A. Equipment Support Flashing: Coordinate installation of equipment support flashing with installation of roofing and equipment. Weld or seal flashing with elastomeric sealant to equipment support member.

3.7 CLEANING AND PROTECTION:

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.
- D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of installation, remove unused materials and clean finished surfaces. Maintain in a clean condition during construction.
- E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 076200

SECTION 077100 - ROOF SPECIALTIES

PART 1 - GENERAL

1.1 SUMMARY:

A. Section Includes:

- 1. Copings.
- 2. Roof-edge flashings.
- 3. Surface mounted reglet and flashing.

B. Related CSI Sections:

- 1. Division 06 Section 061000, "Rough Carpentry" for wood nailers, curbs, and blocking.
- 2. Division 07 Section 075419, "Polyvinyl-Chloride (PVC) Roofing" for PVC membrane at roof-edge flashings and reglets.
- 3. Division 07 Section 076200, "Sheet Metal Flashing and Trim" for custom- and site-fabricated sheet metal flashing and trim.
- 4. Division 07 Section 077200, "Roof Accessories" for fall-protection.
- 5. Division 07 Section 079200, "Joint Sealants" for field-applied sealants between roof specialties and adjacent materials.

1.2 SUBMITTALS:

- A. Submit the following in accordance with Form 817 Article 1.20-1.05.02 and <u>NOTICE TO CONTRACTOR SUBMITTALS</u>.
- B. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- C. Fastener Schedule: Include the following information:
 - 1. Fastener application, location, and designation.
 - 2. Fastener manufacturer and product name.
- D. Shop Drawings: For roof specialties. Include plans, elevations, expansion-joint locations, keyed details, and attachments to other work. Distinguish between plant- and field-assembled work. Include the following:
 - 1. Details for expansion and contraction; locations of expansion joints, including direction of expansion and contraction.
 - 2. Pattern of seams and layout of fasteners, cleats, clips, and other attachments.

E. Samples for Initial Selection:

- 1. For each type of roof specialties indicated with factory-applied finishes.
- 2. Physical color palette of manufacturer's full range of colors for each type of roof specialties indicated.

F. Quality Assurance Submittals:

 Manufacturer Certification Letter in accordance with NOTICE TO CONTRACTOR – POTENTIAL FOR ASBESTOS CONTAINING MATERIALS.

1.3 QUALITY ASSURANCE:

- A. Conduct a Pre-Installation Meeting at the Project Site in compliance with the requirements of Form 817 Article 1.20-1.05.24 subsection 2. Review the following:
 - 1. Meet with Owner, Engineer, Designer, Owner's insurer if applicable, Installer, and installers whose work interfaces with or affects roof specialties including installers of roofing materials and accessories.
 - 2. Examine substrate conditions for compliance with requirements, including flatness and attachment to structural members.
 - 3. Review special roof details, roof drainage, and condition of other construction that will affect roof specialties.

1.4 DELIVERY, STORAGE, AND HANDLING:

- A. Do not store roof specialties in contact with other materials that might cause staining, denting, or other surface damage. Store roof specialties away from uncured concrete and masonry.
- B. Protect strippable protective covering on roof specialties from exposure to sunlight and high humidity, except to extent necessary for the period of roof specialties installation.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS:

- A. General Performance: Roof specialties shall withstand exposure to weather and resist thermally induced movement without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.
- B. FM Approvals' Listing: Manufacture and install roof-edge flashings that are listed in FM Approvals' "RoofNav" and approved for windstorm classification, Class 1-105.

- Install roof specialties per FM Global Data Sheet 1-49 Perimeter Flashing. Identify materials with FM Approvals' markings.
- C. SPRI Wind Design Standard: Manufacture and install roof-edge flashings tested according to SPRI ES-1 and capable of resisting the following design pressures:
 - 1. Design Pressures: Refer to Architectural Roof Plan.
- D. Water Infiltration: Provide manufactured roof specialties that do not allow water infiltration into building interior.
- E. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of thermal movements. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

2.2 EXPOSED METALS:

- A. Aluminum Sheet: ASTM B 209 (ASTM B 209M), alloy as standard with manufacturer for finish required, with temper to suit forming operations and performance required.
 - 1. Surface: Smooth, flat finish.
 - 2. Three-Coat Fluoropolymer: AAMA 620. System consisting of primer, fluoropolymer color coat, and clear fluoropolymer topcoat, with both color coat and clear topcoat containing not less than 70 percent PVDF resin by weight.
 - 3. Clear Anodic Finish, Coil Coated: AAMA 611, AA-M12C22A41, Class I, 0.018 mm or thicker.
 - 4. Color: As selected by Designer from Manufacturer's full range of colors.
- B. Aluminum Extrusions: ASTM B 221 (ASTM B 221M), alloy and temper recommended by manufacturer for type of use and finish indicated, finished as follows:
 - 1. Exposed High-Performance Organic Finish: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - a. Three-Coat Fluoropolymer: AAMA 2605. System consisting of primer, fluoropolymer color coat, and clear fluoropolymer topcoat, with both color coat and clear topcoat containing not less than 70 percent PVDF resin by weight.
 - 2. Color: As selected by Designer from Manufacturer's full range of colors.

2.3 CONCEALED METALS:

- A. Aluminum Sheet: ASTM B 209 (ASTM B 209M), alloy and temper recommended by manufacturer for type of use and structural performance indicated, mill finished.
- B. Aluminum Extrusions: ASTM B 221 (ASTM B 221M), alloy and temper recommended by manufacturer for type of use and structural performance indicated, mill finished.
- C. Stainless-Steel Sheet: ASTM A 240/A 240M or ASTM A 666, Type 304.
- D. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 (Z275) coating designation.

2.4 COPINGS:

- A. Metal Copings: Manufactured coping system consisting of metal coping cap in section lengths not exceeding 12 feet, concealed anchorage; with corner units, end cap units, and concealed splice plates with finish matching coping caps.
 - 1. Formed Aluminum Coping Caps: Aluminum sheet, 0.040 inches thick.
 - a. Surface: Smooth, flat.
 - b. Finish: Three-Coat Fluoropolymer Kynar 500.
 - c. Color: As selected by Designer from Manufacturer's full range of colors.

2.5 ROOF EDGE FLASHING:

- A. PVC Coated Metal Roof Edge: 24 ga. Galvanized metal with heat-weldable 20 mil PVC membrane bonded on one side.
 - 1. Size:
 - a. Front and sides of Repair Bays and Office: 4 inches.
 - b. Back of Repair Bays, Office and Stores (along gutters): 1-1/2 inches.
 - 2. Color: As selected by Designer from Manufacturer's full range of colors.

2.6 SURFACE MOUNTED REGLET AND FLASHING:

- A. Reglets: Manufactured units formed to provide secure interlocking of separate reglet and counterflashing pieces.
 - 1. Aluminum: 0.025 inch thick.
 - a. Surface: Smooth, flat.

- b. Finish: Three-Coat Fluoropolymer Kynar 500.
- c. Color: As selected by Designer from Manufacturer's full range of color.
- 2. Surface-Mounted Type: Provide reglets with slotted holes for fastening to substrate, with neoprene or other suitable weatherproofing washers, and with channel for sealant at top edge.

2.7 MISCELLANEOUS MATERIALS:

- A. General: Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items required by manufacturer for a complete installation.
- B. Fasteners: Manufacturer's recommended fasteners, suitable for application and designed to meet performance requirements. Furnish the following unless otherwise indicated:
 - 1. Exposed Penetrating Fasteners: Gasketed screws with hex washer heads matching color of sheet metal.
- C. Elastomeric Sealant: ASTM C 920, elastomeric silicone polymer sealant of type, grade, class, and use classifications required by roofing-specialty manufacturer for each application. Refer to CSI Specification 079200 "Joint Sealants".
- D. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement. Refer to CSI Specification 079200 "Joint Sealants".

2.8 GENERAL FINISH REQUIREMENTS:

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION:

A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of the Work.

- B. Examine walls, roof edges, and parapets for suitable conditions for roof specialties.
- C. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL:

- A. General: Install roof specialties according to manufacturer's written instructions. Anchor roof specialties securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete roof-specialty systems.
 - 1. Install roof specialties level, plumb, true to line and elevation; with limited oil-canning and without warping, jogs in alignment, buckling, or tool marks.
 - 2. Provide uniform, neat seams with minimum exposure of solder and sealant.
 - 3. Install roof specialties to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before manufacture.
 - 4. Torch cutting of roof specialties is not permitted.
 - 5. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.
 - 1. Coat concealed side of uncoated aluminum roof specialties with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.
 - 2. Bed flanges in thick coat of asphalt roofing cement where required by manufacturers of roof specialties for waterproof performance.
- C. Expansion Provisions: Allow for thermal expansion of exposed roof specialties.
 - 1. Space movement joints at a maximum of 12 feet with no joints within 18 inches of corners or intersections unless otherwise shown on plans.
 - 2. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures.
- D. Fastener Sizes: Use fasteners of sizes that will penetrate wood blocking or sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.
- E. Seal joints with elastomeric sealant as required by roofing-specialty manufacturer.
- F. Seal joints as required for watertight construction. Place sealant to be completely concealed in joint. Do not install sealants at temperatures below 40 deg F.

G. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pretin edges of sheets to be soldered to a width of 1-1/2 inches except reduce pre-tinning where pre-tinned surface would show in completed Work. Tin edges of uncoated copper sheets using solder for copper. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.

3.3 COPING INSTALLATION:

- A. Install cleats, anchor plates, and other anchoring and attachment accessories and devices with concealed fasteners.
- B. Anchor copings to meet performance requirements.
 - 1. Interlock face and back leg drip edges of snap-on coping cap into cleated anchor plates anchored to substrate at manufacturer's required spacing that meets performance requirements.

3.4 ROOF-EDGE FLASHING INSTALLATION:

- A. Install cleats, cants, and other anchoring and attachment accessories and devices with concealed fasteners.
- B. Anchor roof edgings with manufacturer's required devices, fasteners, and fastener spacing to meet performance requirements.
- C. Counterflashings: Insert counterflashings into reglets or other indicated receivers; ensure that counterflashings overlap 4 inches over top edge of base flashings. Lap counterflashing joints a minimum of 4 inches and bed with elastomeric sealant. Fit counterflashings tightly to base flashings.

3.5 REGLET AND COUNTERFLASHING INSTALLATION:

- A. General: Coordinate installation of reglets and counterflashings with installation of base flashings.
- B. Surface-Mounted Reglets: Install reglets to receive flashings as indicated on Drawings.

3.6 CLEANING AND PROTECTION:

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder and sealants.

- C. Remove temporary protective coverings and strippable films as roof specialties are installed. On completion of installation, clean finished surfaces including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain roof specialties in a clean condition during construction.
- D. Replace roof specialties that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

END OF SECTION 077100

SECTION 077200 - ROOF ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY:

- A. This Section includes the following:
 - 1. Fall Protection Guardrail.
- B. Related CSI Sections include the following:
 - 1. Division 06 Section 061000, "Rough Carpentry" for roof sheathing, wood cants, and wood nailers.
 - 2. Division 07 Section 076200, "Sheet Metal Flashing and Trim" for shop- and field-fabricated metal flashing and counterflashing, roof expansion-joint covers, and miscellaneous sheet metal trim and accessories.
 - 3. Division 07 Section 077100, "Roof Specialties" for fascia and copings.
 - 4. Division 07 Section 079200, "Joint Sealants" for field-applied sealants between roof accessories and adjacent materials.
 - 5. Division 23 Section 233423, "HVAC Power Ventilators" for power roof-mounted ventilators.

1.2 SUBMITTALS:

- A. Submit the following in accordance with Form 817 Article 1.20-1.05.02 and <u>NOTICE TO CONTRACTOR SUBMITTALS</u>.
- B. Product Data: For each type of roof accessory indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- C. Fastener Schedule: Include the following information:
 - 1. Fastener application, location, and designation.
 - 2. Fastener manufacturer and product name.
- D. Shop Drawings: Show fabrication and installation details for roof accessories. Show layouts of roof accessories including plans and elevations. Indicate dimensions, weights, loadings, required clearances, method of field assembly, and components. Include plans, elevations, sections, details, and attachments to other work.
- E. Samples for Initial Selection:

1. Physical color palette of manufacturer's full range of colors, for each type of preformed flashing indicated.

F. Quality Assurance Submittals:

 Manufacturer Certification Letter in accordance with NOTICE TO CONTRACTOR – POTENTIAL FOR ASBESTOS CONTAINING MATERIALS.

1.3 QUALITY ASSURANCE:

A. Sheet Metal Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" details for fabrication of units, including flanges and cap flashing to coordinate with type of roofing indicated.

1.4 DELIVERY, STORAGE, AND HANDLING:

A. Pack, handle, and ship roof accessories properly labeled in heavy-duty packaging to prevent damage.

1.5 PROJECT CONDITIONS:

A. Field Measurements: Verify required openings for each type of roof accessory by field measurements before fabrication and indicate measurements on Shop Drawings.

1.6 COORDINATION:

- A. Coordinate layout and installation of roof accessories with roofing membrane and base flashing and interfacing and adjoining construction to provide a leakproof, weathertight, secure, and noncorrosive installation.
 - 1. With Designer's approval, adjust location of roof accessories that would interrupt roof drainage routes.

PART 2 - PRODUCTS

2.1 MANUFACTURERS:

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers listed in other portions of Part 2.

2.2 METAL MATERIALS:

- A. Galvanized Steel Sheet: ASTM A 653/A 653M, G90 (Z275) coated.
- B. Prepainted, Metallic-Coated Steel Sheet: Steel sheet metallic coated by hot-dip process and prepainted by coil-coating process to comply with ASTM A 755/A 755M.
 - 1. Galvanized Steel Sheet: ASTM A 653/A 653M, G90 (Z275) coated.
 - 2. Exposed Finishes: High-Performance Organic Finish (2-Coat Fluoropolymer): Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturer's written instructions.
 - a. Fluoropolymer 2-Coat System: Manufacturer's standard 2-coat, thermocured system consisting of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with physical properties and coating performance requirements in AAMA 2605, except as modified below:
 - 1) Humidity Resistance: 2000 hours.
 - 2) Salt-Spray Resistance: 2000 hours.
- C. Aluminum Sheet: ASTM B 209 (ASTM B 209M), alloy and temper recommended by manufacturer for type of use and finish.
 - 1. High-Performance Organic Finish (2-Coat Fluoropolymer): AA-C12C40R1x (Chemical Finish: Cleaned with inhibited chemicals; Chemical Finish: Conversion coating; Organic Coating: Manufacturer's standard 2-coat, thermocured system consisting of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with AAMA 2605 and with coating and resin manufacturer's written instructions.
 - a. Color and Gloss: As selected by Designer from manufacturer's full range of colors and gloss.
- D. Aluminum Extrusions and Tubes: ASTM B 221 (ASTM B 221M), alloy and temper recommended by manufacturer for type of use, mill finished.
- E. Stainless-Steel Shapes or Sheet: ASTM A 240/A 240M or ASTM A 666, Type 304 or Type 316, No. 2D finish.
- F. Steel Shapes: ASTM A 36/A 36M, hot-dip galvanized to comply with ASTM A 123/A 123M, unless otherwise indicated.
- G. Steel Tube: ASTM A 500, round tube, baked-enamel finished.

- H. Galvanized Steel Tube: ASTM A 500, round tube, hot-dip galvanized to comply with ASTM A 123/A 123M.
- I. Galvanized Steel Pipe: ASTM A 53/A 53M.

2.3 MISCELLANEOUS MATERIALS:

- A. Acrylic Glazing: ASTM D 4802, thermoformable, monolithic sheet, category as standard with manufacturer, Type UVA (formulated with UV absorber), Finish 1 (smooth or polished).
- B. Polyisocyanurate Board Insulation: ASTM C 1289, 1 inch thick.
- C. Wood Nailers: Softwood lumber, pressure treated with waterborne preservatives for aboveground use, complying with AWPA U1; not less than 1-1/2 inches thick.
- D. Fasteners: Same metal as metals being fastened, or nonmagnetic stainless steel or other noncorrosive metal as recommended by roof accessory manufacturer. Match finish of exposed fasteners with finish of material being fastened. Provide nonremovable fastener heads to exterior exposed fasteners.
- E. Gaskets: Manufacturer's standard tubular or fingered design of neoprene, EPDM, or PVC; or flat design of foam rubber, sponge neoprene, or cork.
- F. Elastomeric Sealant: ASTM C 920, silicone sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight. Refer to CSI Specification 079200 "Joint Sealant".
- G. Butyl Sealant: ASTM C1311, single-component, solvent-based butyl rubber sealant; polyisobutylene plasticized; heavy bodied for expansion joints with limited movement. Refer to CSI Specification 079200 "Joint Sealant".

2.4 FALL PROTECTION:

- A. Fall Protection: A guardrail system consisting of a top and mid rail in accordance with OSHA Standards 29 CFR 1910.20 and CFR 1926.502:
 - 1. Structural Load: 200lb, minimum, in any direction to all components in accordance with OSHA Standards 29 CFR 1910.20 and CFR 1926.502.
 - 2. Height: 42 inches (1067 mm), minimum.
 - 3. Railing: 1.66"O.D. galvanized pipe.
 - 4. Mounting Bases: Class 30 gray iron material cast with four receiver post. Base weight 108 lb. Rubber pads on the bottom.
 - 5. Finishes: Factory standard hot-dip galvanized.

PART 3 - EXECUTION

3.1 EXAMINATION:

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of work.
 - 1. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored and is ready to receive roof accessories.
 - 2. Verify dimensions of roof openings for roof accessories.
 - 3. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION:

- A. General: Install roof accessories according to manufacturer's written instructions. Anchor roof accessories securely in place and capable of resisting forces specified. Use fasteners, separators, sealants, and other miscellaneous items as required for completing roof accessory installation. Install roof accessories to resist exposure to weather without failing, rattling, leaking, and fastener disengagement.
- B. Install roof accessories to fit substrates and to result in watertight performance.
- C. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.
- D. Install roof accessories level, plumb, true to line and elevation, and without warping, jogs in alignment, excessive oil canning, buckling, or tool marks.
- E. Fall Protection Installation:
 - 1. Install components per manufacturer's installation.
- F. Seal joints with elastomeric sealant as required by manufacturer of roof accessories.
- G. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag bolts, wood screws and other connectors.

3.3 TOUCH UP:

A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

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A. Clean exposed surfaces according to manufacturer's written instructions.

END OF SECTION 077200

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

- 1. Silicone joint sealants.
- 2. Preformed joint sealants.

B. Related CSI Sections:

- 1. Division 07 Section 075419, "Polyvinyl-Chloride (PVC) Roofing."
- 2. Division 07 Section 076200, "Sheet Metal Flashing and Trim."
- 3. Division 07 Section 077100, "Roof Accessories."
- 4. Division 07 Section 077200, "Roof Specialties."

1.2 PERFORMANCE REQUIREMENTS:

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.
- B. Provide joint sealants for interior applications that establish and maintain airtight and water-resistant continuous joint seals without staining or deteriorating joint substrates.

1.3 SUBMITTALS:

- A. Submit the following in accordance with Form 817 Article 1.20-1.05.02 and <u>NOTICE TO CONTRACTOR SUBMITTALS</u>.
- B. Product Data: For each joint-sealant product indicated.
- C. Fastener Schedule: Include the following information:
 - 1. Fastener application, location, and designation.
- D. Quality Assurance Submittals:
 - Manufacturer Certification Letter in accordance with NOTICE TO CONTRACTOR – POTENTIAL FOR ASBESTOS CONTAINING MATERIALS.

E. LEED Submittal:

- 1. Product Data for Credit EQ 4.1: For sealants and sealant primers used inside the weatherproofing system, including printed statement of VOC content.
- F. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- G. Joint-Sealant Schedule: Include the following information:
 - 1. Joint-sealant application, joint location, and designation.
 - 2. Joint-sealant manufacturer and product name.
 - 3. Joint-sealant formulation.
 - 4. Joint-sealant color.
- H. Qualification Data: For qualified Installer and testing agency.
- I. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.
- J. Sealant, Waterproofing, and Restoration Institute (SWRI) Validation Certificate: For each sealant specified to be validated by SWRI's Sealant Validation Program.
- K. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.
- C. Product Testing: Test joint sealants using a qualified testing agency.
 - 1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.
 - 2. Test according to SWRI's Sealant Validation Program for compliance with requirements specified by reference to ASTM C 920 for adhesion and cohesion under cyclic movement, adhesion-in-peel, and indentation hardness.

1.5 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.

- 2. When joint substrates are wet.
- 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
- 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. VOC Content of Interior Sealants: Provide sealants and sealant primers for use inside the weatherproofing system that comply with the following limits for VOC content when calculated according to 40 CFR 59, Part 59, Subpart D (EPA Method 24):
 - 1. Architectural Sealants: 250 g/L.
 - 2. Sealant Primers for Nonporous Substrates: 250 g/L.
 - 3. Sealant Primers for Porous Substrates: 775 g/L.
- C. Colors of Exposed Joint Sealants: As selected by Designer from manufacturer's full range.

2.2 SILICONE JOINT SEALANTS

- A. Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 100/50, for Use NT.
 - 1. Available Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Dow Corning Corporation; 790.
 - b. GE Advanced Materials Silicones; SilPruf LM SCS2700.
 - c. May National Associates, Inc.; Bondaflex Sil 290.
 - d. Pecora Corporation; 311 NS.
 - e. Tremco Incorporated; Spectrem 1.
- B. Multicomponent, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type M, Grade NS, Class 50, for Use NT.

- 1. Available Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Tremco Incorporated; Spectrem 4TS.
- C. Multicomponent, Pourable, Traffic-Grade, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type M, Grade P, Class 100/50, for Use T.
 - 1. Avaiable Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Dow Corning Corporation; FC Parking Structure Sealant.
 - b. May National Associates, Inc.; Bondaflex Sil 728 RCS.
- D. Mildew-Resistant, Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.
 - 1. Available Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Pecora Corporation; 898.

2.3 PREFORMED JOINT SEALANTS

- A. Preformed Silicone Joint Sealants: Manufacturer's standard sealant consisting of precured low-modulus silicone extrusion, in sizes to fit joint widths indicated, combined with a neutral-curing silicone sealant for bonding extrusions to substrates.
 - 1. Available Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Dow Corning Corporation; 123 Silicone Seal.
 - b. GE Advanced Materials Silicones; UltraSpan US1100.
 - c. May National Associates, Inc.; Bondaflex Silbridge 300.
 - d. Pecora Corporation; Sil-Span.
 - e. Sealex, Inc.: ImmerSeal.
- B. Preformed Foam Joint Sealant: Manufacturer's standard preformed, precompressed, open-cell foam sealant manufactured from urethane foam with minimum density of 10 lb/cu. ft. and impregnated with a nondrying, water-repellent agent. Factory produce in precompressed sizes in roll or stick form to fit joint widths indicated; coated on one side with a pressure-sensitive adhesive and covered with protective wrapping.

- 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Dayton Superior Specialty Chemicals; Polytite Standard.
 - b. EMSEAL Joint Systems, Ltd.; Emseal 25V.
 - c. Sandell Manufacturing Co., Inc.; Polyseal.
 - d. Schul International, Inc.; Sealtite.
 - e. Willseal USA, LLC; Willseal 150.

2.4 BUTYL JOINT SEALANTS

A. Butyl-Rubber-Based Joint Sealants: ASTM C1311.

2.5 JOINT SEALANT BACKING

- A. General: Provide sealant backings of material that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), Type O (open-cell material), Type B (bicellular material with a surface skin), or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.6 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - a. Concrete.
 - b. Masonry.
 - 3. Remove laitance and form-release agents from concrete.
 - 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
 - b. Glass.
 - c. Porcelain enamel.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
 - 4. Provide flush joint profile where indicated per Figure 8B in ASTM C 1193.
 - 5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 8C in ASTM C 1193.

- a. Use masking tape to protect surfaces adjacent to recessed tooled joints.
- G. Installation of Preformed Silicone-Sealant System: Comply with the following requirements:
 - 1. Apply masking tape to each side of joint, outside of area to be covered by sealant system.
 - 2. Apply silicone sealant to each side of joint to produce a bead of size complying with preformed silicone-sealant system manufacturer's written instructions and covering a bonding area of not less than 3/8 inch. Hold edge of sealant bead 1/4 inch inside masking tape.
 - 3. Within 10 minutes of sealant application, press silicone extrusion into sealant to wet extrusion and substrate. Use a roller to apply consistent pressure and ensure uniform contact between sealant and both extrusion and substrate.
 - 4. Complete installation of sealant system in horizontal joints before installing in vertical joints. Lap vertical joints over horizontal joints. At ends of joints, cut silicone extrusion with a razor knife.
- H. Installation of Preformed Foam Sealants: Install each length of sealant immediately after removing protective wrapping. Do not pull or stretch material. Produce seal continuity at ends, turns, and intersections of joints. For applications at low ambient temperatures, apply heat to sealant in compliance with sealant manufacturer's written instructions.
- I. Acoustical Sealant Installation: At sound-rated assemblies and elsewhere as indicated, seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations.

3.4 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of the issuance of the Certificate of Compliance. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 079200

SECTION 233423 - HVAC POWER VENTILATORS

PART 1 - GENERAL

1.1 SUMMARY:

- A. Section Includes:
 - 1. Centrifugal roof ventilators.

1.2 PERFORMANCE REQUIREMENTS:

A. Operating Limits: Classify according to AMCA 99.

1.3 ACTION SUBMITTALS:

- A. Submit the following in accordance with Form 817 Article 1.20-1.05.02 and NOTICE TO CONTRACTOR SUBMITTALS.
- B. Product Data: For each type of product indicated. Include rated capacities, operating characteristics, and furnished specialties and accessories. Also include the following:
 - 1. Certified fan performance curves with system operating conditions indicated.
 - 2. Certified fan sound-power ratings.
 - 3. Motor ratings and electrical characteristics, plus motor and electrical accessories.
 - 4. Material thickness and finishes, including color charts.
 - 5. Dampers, including housings, linkages, and operators.
 - 6. Roof curbs.
 - 7. Fan speed controllers.
 - 8. Spare Parts: Include name, address, and telephone number of in-state supplier of spare parts. No out-of-state suppliers shall be permitted.
- C. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
 - 1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 - 2. Wiring Diagrams: For power, signal, and control wiring.

1.4 INFORMATIONAL SUBMITTALS:

A. Quality Assurance Submittals:

1. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS:

A. Maintenance Data: For power ventilators to include in operation, and maintenance manuals specified in Form 817 Article 1.20-1.08.14 subsection 2 and described in NOTICE TO CONTRACTOR – CLOSEOUT DOCUMENTS.

1.6 SPARE PARTS:

- A. Furnish to the Engineer spare parts described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Belts: One set for each belt-driven unit.

1.7 QUALITY ASSURANCE:

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. AMCA Compliance: Fans shall have AMCA-Certified performance ratings and shall bear the AMCA-Certified Ratings Seal.
- C. NEMA Compliance: Motors and electrical accessories shall comply with NEMA standards.
- D. UL Standards: Power ventilators shall comply with UL 705.

1.8 DELIVERY, STORAGE, AND HANDLING:

- A. Deliver fans as a factory-assembled unit, to the extent allowable by shipping limitations, with protective crating and covering.
- B. Disassemble and reassemble units, as required for moving to final location, according to manufacturer's written instructions.
- C. Lift and support units with manufacturer's designated lifting or supporting points.

1.9 COORDINATION:

A. Coordinate size and location of structural-steel support members.

B. Coordinate sizes and locations of roof curbs, equipment supports, and roof penetrations with actual equipment provided.

PART 2 - PRODUCTS

2.1 CENTRIFUGAL ROOF VENTILATORS:

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Acme Engineering & Manufacturing Corporation.
 - 2. Greenheck Fan Corporation.
 - 3. Loren Cook Company.
- B. Description: Belt-driven centrifugal fans consisting of housing, wheel, fan shaft, bearings, motor and disconnect switch, drive assembly, curb base, and accessories.
- C. Housing: Removable, spun-aluminum, dome top and outlet baffle; square, one-piece, aluminum base with venturi inlet cone.
- D. Fan Wheels: Aluminum hub and wheel with backward-inclined blades.

E. Belt Drives:

- 1. Resiliently mounted to housing.
- 2. Fan Shaft: Turned, ground, and polished steel; keyed to wheel hub.
- 3. Shaft Bearings: Permanently lubricated, permanently sealed, self-aligning ball bearings.
- 4. Pulleys: Cast-iron, adjustable-pitch motor pulley.
- 5. Fan and motor isolated from exhaust airstream.

F. Accessories:

- 1. Disconnect Switch: Nonfusible type, with thermal-overload protection mounted inside fan housing, factory wired through an internal aluminum conduit.
- 2. Bird Screens: Removable, 1/2-inch mesh, aluminum or brass wire.
- 3. Dampers: Counterbalanced, parallel-blade, backdraft dampers mounted in curb base; factory set to close when fan stops.
- G. Roof Curbs: Galvanized steel; mitered and welded corners; 1-1/2-inch-thick, rigid, fiberglass, thermal and acoustical insulation adhered to inside walls; and 1-1/2-inch wood nailer. Size as required to suit roof opening and fan base.
 - 1. Configuration: Built-in cant and mounting flange.
 - 2. Overall Height: 12 inches.

2.2 SOURCE QUALITY CONTROL:

- A. Comply with sound-power level ratings according to AMCA 301, "Methods for Calculating Fan Sound Ratings from Laboratory Test Data." Factory test fans according to AMCA 300, "Reverberant Room Method for Sound Testing of Fans." Label fans with the AMCA-Certified Ratings Seal.
- B. Comply with fan performance ratings, including flow rate, pressure, power, air density, speed of rotation, and efficiency by factory tests according to AMCA 210, "Laboratory Methods of Testing Fans for Aerodynamic Performance Rating." Label fans with the AMCA-Certified Ratings Seal.

PART 3 - EXECUTION

3.1 INSTALLATION:

- A. Set roof curbs so top surface of equipment support is level in accordance with manufacturer's written installation instructions.
- B. Install power ventilators level and plumb.
- C. Secure roof-mounted fans to roof curbs with cadmium-plated hardware.
- D. Install units with clearances for service and maintenance.

3.2 CONNECTIONS:

A. Install ducts adjacent to power ventilators to allow service and maintenance.

3.3 FIELD QUALITY CONTROL:

- A. Engage a factory authorized service representative to perform the following field tests and inspections and prepare test reports:
 - 1. Verify that shipping, blocking, and bracing are removed.
 - Verify that unit is secure on mountings and supporting devices and that
 connections to ducts and electrical components are complete. Verify that proper
 thermal-overload protection is installed in motors, starters, and disconnect
 switches.
 - 3. Verify that cleaning and adjusting are complete.
 - 4. Disconnect fan drive from motor, verify proper motor rotation direction, and verify fan wheel free rotation and smooth bearing operation. Reconnect fan drive system, align and adjust belts, and install belt guards.
 - 5. Adjust belt tension.
 - 6. Adjust damper linkages for proper damper operation.

- 7. Verify lubrication for bearings and other moving parts.
- 8. Verify that manual and automatic volume control and fire and smoke dampers in connected ductwork systems are in fully open position.
- 9. Disable automatic temperature-control operators, energize motor and adjust fan to indicated rpm, and measure and record motor voltage and amperage.
- 10. Shut unit down and reconnect automatic temperature-control operators.
- 11. Remove and replace malfunctioning units and retest as specified above.
- B. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

3.4 ADJUSTING:

- A. Adjust damper linkages for proper damper operation.
- B. Adjust belt tension.
- C. Replace fan and motor pulleys as required to achieve design airflow.
- D. Lubricate bearings.

3.5 TRAINING:

- A. Refer to From 817 Article 1.20-1.08.14 subsection 3 for additional information.
- B. Engage a factory-authorized service representative to train the Owner's maintenance personnel on procedures and schedules for starting and stopping, troubleshooting, servicing, and maintaining equipment and schedules.

END OF SECTION 233423

SECTION 233823 – INDUSTRIAL VENTILATING EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY:

- A. This Section includes the following:
 - 1. Vehicle Exhaust Removal System.

1.2 ACTION SUBMITTALS:

- A. Submit the following in accordance with Form 817 Article 1.20-1.05.02 and NOTICE TO CONTRACTOR SUBMITTALS.
- B. Product Data: Include rated capacities, furnished specialties, and accessories for each type of product indicated and include the following as applicable:
 - 1. Certified fan performance curves with system operating conditions indicated.
 - 2. Motor ratings and electrical characteristics, motor and electrical accessories, and wiring diagrams.
 - 3. Spare Parts: Include name, address, and telephone number of in-state supplier of spare parts. No out-of-state suppliers shall be permitted.
- C. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.

1.3 CLOSEOUT SUBMITTALS

A. Maintenance Data: Include in the operation and maintenance manuals specified in Form 817 Article 1.20-1.08.14 subsection 2 and described in NOTICE TO CONTRACTOR – CLOSEOUT DOCUMENTS.

1.4 QUALITY ASSURANCE:

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. NEMA Compliance: Motors and electrical accessories shall comply with NEMA standards.

PART 2 - PRODUCTS

2.1 VEHICLE EXHAUST REMOVAL SYSTEM:

- A. Overhead Reel: Suitable for holding required hose with automatic spring recoil operation and with outlet connection for attachment to existing vehicle exhaust removal ductwork.
- B. Exhaust Fan: Cast aluminum pressure blower, AMCA Type B spark resistant for use up to 400 degrees F, Model CMB-30 Centrifugal Fan with Belt Guard as manufactured by Car-Mon Products or approved equal.
 - 1. Capacity: 5 HP, 4000 CFM @ 5" w.g.
 - 2. Motor: 208-230/460V, 3PH.
- C. High Temp Flexible Hose:
 - 1. Maximum Temperature: 850 deg F.
 - 2. Diameter: 5 inches.
 - 3. Length: 50 feet.
- D. Accessories: Manufacturer's standard accessories
 - 1. 5" Tailpipe Adapter with Damper
 - 2. Spring clip
 - 3. Bumper Hook and Chain

PART 3 - EXECUTION

3.1 INSTALLATION:

- A. Install exhaust systems equipment level and plumb, and in accordance with manufacturer's written installation instructions.
- B. Support suspended exhaust equipment from structure as detailed on the plans and as per manufacturer's written instructions.
- C. Install all exhaust equipment with clearances for service and maintenance.

3.2 CONNECTIONS:

- A. Connect vehicle exhaust removal system to existing ductwork.
- B. Ground equipment.

C. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.3 FIELD QUALITY CONTROL:

- A. Engage a factory-authorized service representative to perform equipment start-up on fume exhaust systems and dust collection systems:
 - 1. Equipment Startup Checks:
 - a. Verify that shipping, blocking, and bracing is removed.
 - b. Verify that unit is secure on mountings and supporting devices and that connections to ducts and electrical components are complete. Verify that proper thermal-overload protection is installed in motors, starters, and disconnect switches.
 - c. Verify that cleaning is complete.
 - d. Verify lubrication for bearings and other moving parts.

2. Starting Procedures:

- a. Energize motor and adjust fan to indicated rpm.
- b. Measure and record motor voltage and amperage.
- 3. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation. Remove malfunctioning units, replace with new units, and retest.
- 4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- B. Engage a factory-authorized service representative to perform equipment start-up on mobile filtration unit:
 - 1. Operational Test: After electrical circuitry has been energized, start units to confirm proper unit operation. Remove malfunctioning units, replace with new units, and retest.
 - 2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- C. Verify proper operation of vehicle exhaust removal system.
 - 1. Verify that units is securely mounted and supported and that connections to ducts are complete.
 - 2. Verify operation of reel automatic spring recoil.
 - 3. Energize exhaust fan to ensure proper airflow at vehicle side of exhaust removal hose.

3.4 CLEANING:

- A. On completion of installation, internally clean fans according to manufacturer's written instructions. Remove foreign material and construction debris. Vacuum fan wheel and cabinet.
- B. After completing system installation, including outlet fitting and devices, inspect exposed finish. Remove burrs, dirt, and construction debris and repair damaged finishes.

3.5 TRAINING:

- A. Refer to Form 817 Article 1.20-1.08.14 subsection 3 for additional information.
- B. Engage a factory-authorized service representative to train Owner's maintenance personnel on procedures and schedules for starting and stopping, troubleshooting, servicing, and maintaining equipment and schedules.

END OF SECTION 233823

PERMITS AND/OR REQUIRED PROVISIONS:

The following Permits and/or and Required Provisions follow this page are hereby made part of this Contract.

• PERMITS AND/OR PERMIT APPLICATIONS

No Permits are required for this contract

• <u>Construction Contracts - Required Contract Provisions (State Funded Only Contracts)</u>

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Construction Contracts - Required Contract Provisions(State Funded Only Contracts)

Index

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- EXHIBIT B Contractor Work Force Utilization / Equal Employment Opportunity (page 14)
- EXHIBIT C Health Insurance Portability and Accountability Act of 1996 (HIPAA) (page 17)
- EXHIBIT D Campaign Contribution Restriction (page 25)
- EXHIBIT E State Wage Rates (Attached at the end)

1. Title VI of the Civil Rights Act of 1964 / Nondiscrimination Requirements

The Contractor shall comply with Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000 et seq.), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances attached hereto at Exhibit A, all of which are hereby made a part of this Contract.

2. Contractor Work Force Utilization / Equal Employment Opportunity

- (a) The Contractor shall comply with the Contractor Work Force Utilization / Equal Employment Opportunity requirements attached at Exhibit B and hereby made part of this Contract, whenever a contractor or subcontractor at any tier performs construction work in excess of \$10,000. These goals shall be included in each contract and subcontract. Goal achievement is calculated for each trade using the hours worked under each trade.
- (b) Companies with contracts, agreements or purchase orders valued at \$10,000 or more will develop and implement an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program. Plans shall be updated as required by ConnDOT.

3. Contract Wage Rates

The Contractor shall comply with:

The State wage rate requirements indicated in Exhibit E hereof are hereby made part of this Contract.

Prevailing Wages for Work on State Highways; Annual Adjustments. With respect to contracts for work on state highways and bridges on state highways, the Contractor shall comply with the provisions of Section 31-54 and 31-55a of the Connecticut General Statutes, as revised.

As required by section 1.05.12 (Payrolls) of the State of Connecticut, Department of Transportation's Standard Specification for Roads, Bridges and Incidental Construction (FORM 816), as may be revised, every Contractor or subcontractor performing project work on a federal aid project is required to post the relevant prevailing wage rates as determined by the United States Secretary of Labor. The wage rate determinations shall be posted in prominent and easily accessible places at the work site.

4. Americans with Disabilities Act of 1990, as Amended

This provision applies to those Contractors who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), (Act), during the term of the Contract. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Contractor to satisfy this standard as the same applies to performance under this Contract, either now or during the term of the Contract as it may be amended, will render the Contract voidable at the option of the State upon notice to the contractor. The Contractor warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act, as the same applies to performance under this Contract.

5. Connecticut Statutory Labor Requirements

- (a) Construction, Alteration or Repair of Public Works Projects; Wage Rates. The Contractor shall comply with Section 31-53 of the Connecticut General Statutes, as revised. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.
- **(b) Debarment List. Limitation on Awarding Contracts.** The Contractor shall comply with Section 31-53a of the Connecticut General Statutes, as revised.
- (c) Construction Safety and Health Course. The Contractor shall comply with section 31-53b of the Connecticut General Statutes, as revised. The contractor shall furnish proof to the Labor Commissioner with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 of the Connecticut General Statutes, as revised, on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

Any employee required to complete a construction safety and health course as required that has not completed the course, shall have a maximum of fourteen (14) days to complete the course. If the employee has not been brought into compliance, they shall be removed from the project until such time as they have completed the required training.

Any costs associated with this notice shall be included in the general cost of the contract. In addition, there shall be no time granted to the contractor for compliance with this notice. The contractor's compliance with this notice and any associated regulations shall not be grounds for claims as outlined in Section 1.11 – "Claims".

- (d) Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited. The Contract is subject to Section 31-57b of the Connecticut General Statutes, as revised.
- (e) Residents Preference in Work on Other Public Facilities. NOT APPLICABLE TO FEDERAL AID CONTRACTS. Pursuant to Section 31-52a of the Connecticut General Statutes, as revised, in the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for at least six months prior to the date hereof have been, residents of this state, and if no such person is available, then to residents of other states

6. Tax Liability - Contractor's Exempt Purchase Certificate (CERT – 141)

The Contractor shall comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The Contractor is responsible for determining its tax liability. If the Contractor purchases materials or supplies pursuant to the Connecticut Department of Revenue Services' "Contractor's Exempt Purchase Certificate (CERT-141)," as may be revised, the Contractor acknowledges and agrees that title to such materials and supplies installed or placed in the project will vest in the State simultaneously with passage of title from the retailers or vendors thereof, and the Contractor will have no property rights in the materials and supplies purchased.

Forms and instructions are available anytime by:

Internet: Visit the DRS website at www.ct.gov/DRS to download and print Connecticut tax forms; or Telephone: Call 1-800-382-9463 (Connecticut calls outside the Greater Hartford calling area only) and select Option 2 or call 860-297-4753 (from anywhere).

7. Executive Orders

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of the contract as if they had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.

- 8. Non Discrimination Requirement (pursuant to section 4a-60 and 4a-60a of the Connecticut General Statutes, as revised): References to "minority business enterprises" in this Section are not applicable to Federal-aid projects/contracts. Federal-aid projects/contracts are instead subject to the Federal Disadvantaged Business Enterprise Program.
 - (a) For purposes of this Section, the following terms are defined as follows:
 - i. "Commission" means the Commission on Human Rights and Opportunities;
 - ii. "Contract" and "contract" include any extension or modification of the Contract or contract:
 - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor:
 - iv. "gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - ix. "minority business enterprise" means any small contractor or supplier of materials fiftyone percent or more of the capital stock, if any, or assets of which is owned by a person or
 persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power
 to direct the management and policies of the enterprise, and (3) who are members of a
 minority, as such term is defined in subsection (a) of Connecticut General Statutes § 329n; and
 - x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the State, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or

understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56;

- and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter."

The Nondiscrimination Certifications can be found at the Office of Policy and Management website.

http://www.ct.gov/opm/cwp/view.asp?a=2982&Q=390928

9. Whistleblower Provision

The following clause is applicable if the Contract has a value of Five Million Dollars (\$5,000,000) or more.

Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

10. Connecticut Freedom of Information Act

(a) Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

(b) Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives from the Contractor. However, all materials associated with the Contract are subject to the terms of the FOIA and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking the documentation as "CONFIDENTIAL," DOT will first review the Contractor's claim for consistency with the FOIA (that is, review that the documentation is actually a trade secret or commercial or financial information and not required by statute), and if determined to be consistent, will endeavor to keep such information confidential to the extent permitted by law. See, e.g., Conn. Gen. Stat. §1-210(b)(5)(A-B). The State, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. Should the State withhold such documentation from a Freedom of Information requester and a complaint be brought to the Freedom of Information Commission, the Contractor shall have the burden of cooperating with DOT in defense of that action and in terms of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the State have any liability for the disclosure of any documents or information in its possession which the State believes are required to be disclosed pursuant to the FOIA or other law.

11. Service of Process

The Contractor, if not a resident of the State of Connecticut, or, in the case of a partnership, the partners, if not residents, hereby appoints the Secretary of State of the State of Connecticut, and his successors in office, as agent for service of process for any action arising out of or as a result of this Contract; such appointment to be in effect throughout the life of this Contract and six (6) years thereafter.

12. Substitution of Securities for Retainages on State Contracts and Subcontracts

This Contract is subject to the provisions of Section 3-ll2a of the General Statutes of the State of Connecticut, as revised.

13. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Contractor shall comply, if applicable, with the Health Insurance Portability and Accountability Act of 1996 and, pursuant thereto, the provisions attached at Exhibit C, and hereby made part of this Contract.

14. Forum and Choice of Law

Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

15. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

16. Audit and Inspection of Plants, Places of Business and Records

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. For the purposes of this Section, "Contractor Parties" means the Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (e) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (f) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

17. Campaign Contribution Restriction

For all State contracts, defined in Conn. Gen. Stat. §9-612(f)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," a copy of which is attached hereto and hereby made a part of this contract, attached as Exhibit D.

18. Tangible Personal Property

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1)For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected:
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

19. Bid Rigging and/or Fraud – Notice to Contractor

The Connecticut Department of Transportation is cooperating with the U.S. Department of Transportation and the Justice Department in their investigation into highway construction contract bid rigging and/or fraud.

A toll-free "HOT LINE" telephone number 800-424-9071 has been established to receive information from contractors, subcontractors, manufacturers, suppliers or anyone with knowledge of bid rigging and/or fraud, either past or current. The "HOT LINE" telephone number will be available during normal working hours (8:00 am - 5:00 pm EST). Information will be treated confidentially and anonymity respected.

20. Consulting Agreement Affidavit

The Contractor shall comply with Connecticut General Statutes Section 4a-81(a) and 4a-81(b), as revised. Pursuant to Public Act 11-229, after the initial submission of the form, if there is a change in the information contained in the form, a contractor shall submit the updated form, as applicable, either (i) not later than thirty (30) days after the effective date of such change or (ii) prior to execution of any new contract, whichever is earlier.

The Affidavit/Form may be submitted in written format or electronic format through the Department of Administrative Services (DAS) website.

EXHIBIT A

TITLE VI CONTRACTOR ASSURANCES

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- 1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
- 2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

- 4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:
 - A. Withholding contract payments until the Contractor is in-compliance; and/or
 - B. Cancellation, termination, or suspension of the Contract, in whole or in part.
- 6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may -direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States

Minority

EXHIBIT B

CONTRACTOR WORKFORCE UTILIZATION / EQUAL EMPLOYMENT OPPORTUNITY

1. Project Workforce Utilization Goals:

LABOR MARKET AREA GOAL

Female

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted or funded) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where the work is actually performed.

Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications which contain the applicable goals for minority and female participation.

The goals for minority and female utilization are expressed in percentage terms for the contractor's aggregate work-force in each trade on all construction work in the covered area, are referenced in the Appendix A below.

STATE FUNDED PROJECTS (only) APPENDIX A (Labor Market Goals)

14% **Bridgeport** 6.9% Ansonia Beacon Falls **Bridgeport** Derby Easton Fairfield Milford Monroe Oxford Seymour Shelton Stratford Trumbull **Danbury** 4% 6.9% Bethel Bridgewater Brookfield Danbury New Fairfield New Milford Newtown Kent Redding Ridgefield Sherman Roxbury Washington **Danielson** 2% 6.9% Brooklyn **Eastford** Hampton Killingly Pomfret Scotland Sterling Putnam Thompson Union Woodstock Voluntown Hartford 15% 6.9%

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Andover	Ashford	Avon	Barkhamsted	
Belin	Bloomfield	Bolton	Bristol	
Burlington	Canton	Chaplin	Colchester	
Columbia	Coventry	Cromwell	Durham	
East Granby	East Haddam	East Hampton	East Hartford	
East Windsor	Ellington	Enfield	Farmington	
Glastonbury	Granby	Haddam	Hartford	
Harwinton	Hebron	Lebanon	Manchester	
Mansfield	Marlborough	Middlefield	Middletown	
Newington	Plainville	Plymouth	Portland	
Rocky Hill	Simsbury	Somers	South Windsor	
Southington	Stafford	Suffield	Tolland	
Vernon	West Hartford	Wethersfield	Willington	
Winchester	Windham	Windsor	Windsor Locks	
Lower River 6.9%				2%
Chester	Deep River	Essex	Old Lyme	
Westbrook			•	
New Haven				14%
6.9%				
Bethany	Branford	Cheshire	Clinton	
East Haven	Guilford	Hamden	Killingworth	
Madison	Meriden	New Haven	North Branford	
North Haven	Orange	Wallingford	West Haven	
Woodbridge				
New London				8%
6.9%				
Bozrah	Canterbury	East Lyme	Franklin	
Griswold	Groton	Ledyard	Lisbon	
Montville	New London	North Stonington	Norwich	
Old Lyme	Old Saybrook	Plainfield	Preston	
Salem	Chromio	Stonington	Waterford	
Hopkinton	Sprague	<u> </u>		
110p	RI – Westerly Rho	<u> </u>		
Stamford		<u> </u>		17%
Stamford 6.9%	RI – Westerly Rho	ode Island		17%
Stamford 6.9% Darien	RI – Westerly Rho	ode Island New Canaan	Norwalk	17%
Stamford 6.9%	RI – Westerly Rho	ode Island		17%
Stamford 6.9% Darien Stamford Torrington	RI – Westerly Rho	ode Island New Canaan	Norwalk	2%
Stamford 6.9% Darien Stamford Torrington 6.9%	RI – Westerly Rho Greenwich Weston	New Canaan Westport	Norwalk Wilton	
Stamford 6.9% Darien Stamford Torrington 6.9% Canaan	RI – Westerly Rho Greenwich Weston Colebrook	New Canaan Westport Cornwall	Norwalk Wilton Goshen	
Stamford 6.9% Darien Stamford Torrington 6.9% Canaan Hartland	Greenwich Weston Colebrook Kent	New Canaan Westport Cornwall Litchfield	Norwalk Wilton Goshen Morris	
Stamford 6.9% Darien Stamford Torrington 6.9% Canaan	RI – Westerly Rho Greenwich Weston Colebrook	New Canaan Westport Cornwall	Norwalk Wilton Goshen	

Waterbury 6.9%				10%
Bethlehem	Middlebury	Naugatuck	Prospect	
Southbury	Thomaston	Waterbury	Watertown	
Wolcott	Woodbury	•		

EXHIBIT C

Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

- (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract (hereinafter the "Department") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (hereinafter the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

(g) Definitions

- (1) "Breach shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1))
- (2) "Business Associate" shall mean the Contractor.
- (3) "Covered Entity" shall mean the Department of the State of Connecticut named on page 1 of this Contract.
- (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
- (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5))

- (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
- (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
- (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
- (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
- (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R.§ 164.304.
- (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
- (15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).
- (h) Obligations and Activities of Business Associates.
 - (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
 - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10)Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11)Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12)Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.

- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

(16) Obligations in the Event of a Breach

- A. The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and the provisions of this Section of the Contract.
- B. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- C. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 - 1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
 - 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 - 3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
 - 4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
 - 5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to

individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.

- D. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
- E. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (i) Permitted Uses and Disclosure by Business Associate.
 - (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure Provisions
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (j) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (1) Term and Termination.
 - (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination

(A) Except as provided in (l)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity

within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.
- (m) Miscellaneous Provisions.
 - (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
 - (2) Amendment. The Parties agree to take such action as in necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
 - (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
 - (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
 - (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
 - (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the

HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

Rev. 1/11 Page 1 of 2

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly** *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals* of the *subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may resulting the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

EXHIBIT E

(state wages will be inserted here)

Minimum Rates and Classifications for Building Construction

ID#: B 25414

Connecticut Department of Labor Wage and Workplace Standards Division

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: Project Town: Willington

State#: 160-151 FAP#:

CLASSIFICATION	Hourly Rate	Benefits
la) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings	38.25	27.96
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	40.21	29.30

Project: Roof Replacement For The Willington Repair Facility		
2) Boilermaker	38.34	26.01
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	33.48	32.06 + a
3b) Tile Setter	34.90	25.87
3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
3d) Tile, Marble & Terrazzo Finishers	26.70	21.75
3e) Plasterer	33.48	32.06

Project: Roof Replacement For The Willington Repair Facility		
LABORERS		
4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	30.05	20.10
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofer/mixer/nozzleman (Person running mixer and spraying fireproof only).	30.30	20.10
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	30.55	20.10
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	30.55	20.10
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	30.55	20.10

Project: Roof Replacement For The Willington Repair Facility		
4e) Group 6: Blasters, nuclear and toxic waste removal.	31.80	20.10
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	31.05	20.10
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	28.38	20.10
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	27.86	20.10
4i) Group 10: Traffic Control Signalman	16.00	20.10
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	32.60	25.34

5a) Millwrights	33.14	25.74
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	40.00	25.97+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	51.71	32.645+a+b
LINE CONSTRUCTION		
Groundman	26.50	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00

Project: Roof Replacement For The Willington Repair Facility		
8) Glazier (Trade License required: FG-1,2)	37.18	21.05 + a
9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	35.47	35.14 + a
OPERATORS		
Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required)	39.55	24.05 + a
Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	39.23	24.05 + a
Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	38.49	24.05 + a

Project: Roof Replacement For The Willington Repair Facility		
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	38.10	24.05 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	37.51	24.05 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	37.51	24.05 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	37.20	24.05 + a
Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	36.86	24.05 + a
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	36.46	24.05 + a

Group 9: Front end loader (under 3 cubic yards), skid steer loader egardless of attachments, (Bobcat or Similar): forklift, power chipper; andscape equipment (including Hydroseeder).	36.03	24.05 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	33.99	24.05 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), obot demolition equipment.	33.99	24.05 + a
Group 12: Wellpoint operator.	33.93	24.05 + a
Group 13: Compressor battery operator.	33.35	24.05 + a
Group 14: Elevator operator; tow motor operator (solid tire no rough errain).	32.21	24.05 + a

31.15	24.05 + a
35.46	24.05 + a
33.04	24.05 + a
33.62	21.05
	35.46

Troject.		
10b) Taping Only/Drywall Finishing	34.37	21.05
10c) Paperhanger and Red Label	34.12	21.05
10e) Blast and Spray	36.62	21.05
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	42.62	31.21
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
13) Roofer (composition)	36.70	19.85

14) Roofer (slate & tile)	37.20	19.85
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	37.50	36.79
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	42.62	31.21
TRUCK DRIVERS		
17a) 2 Axle	29.13	23.33 + a
17b) 3 Axle, 2 Axle Ready Mix	29.23	23.33 + a

Project: Roof Replacement For The Willington Repair Facility		
17c) 3 Axle Ready Mix	29.28	23.33 + a
		_
17d) 4 Axle, Heavy Duty Trailer up to 40 tons	29.33	23.33 + a
17e) 4 Axle Ready Mix	29.38	23.33 + a
17f) Heavy Duty Trailer (40 Tons and Over)	29.58	23.33 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	29.38	23.33 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	43.92	15.84 + a

Project: Roof Replacement For The Willington Repair Facility					
25.76	7.34				
	25.76	25.76 7.34			

Welders: Rate for craft to which welding is incidental.

*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.

**Note: Hazardous waste premium \$3.00 per hour over classified rate

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson
- 3) Cranes (under 100 ton rated capacity)

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyperson instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

Connecticut Department of Labor Wage and Workplace Standards Division FOOTNOTES

Please Note: If the "Benefits" listed on the schedule for the following occupations

includes a letter(s) (+ a or + a+b for instance), refer to the information

below.

Benefits to be paid at the appropriate prevailing wage rate for the

listed occupation.

If the "Benefits" section for the occupation lists only a dollar amount,

disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons (Building Construction) and

(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators

(Heavy and Highway Construction & Building Construction)

a. Paid Holidays: New Year's Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

Information Bulletin Occupational Classifications

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.

Below are additional clarifications of specific job duties performed for certain classifications:

• ASBESTOS WORKERS

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

ASBESTOS INSULATOR

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

• BOILERMAKERS

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

• BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

• <u>CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR</u> LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

LABORER, CLEANING

• The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

DELIVERY PERSONNEL

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages <u>are not required</u>. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.
- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

• **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. *License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.

• ELEVATOR CONSTRUCTORS

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. *License required by Connecticut General Statutes: R-1,2,5,6.

• FORK LIFT OPERATOR

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

GLAZIERS

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

• <u>IRONWORKERS</u>

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

INSULATOR

 Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

LABORERS

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

PAINTERS

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

• LEAD PAINT REMOVAL

- Painter's Rate
 - 1. Removal of lead paint from bridges.
 - 2. Removal of lead paint as preparation of any surface to be repainted.
 - 3. Where removal is on a Demolition project prior to reconstruction.
- Laborer's Rate
 - 1. Removal of lead paint from any surface NOT to be repainted.
 - 2. Where removal is on a TOTAL Demolition project only.

• PLUMBERS AND PIPEFITTERS

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. *License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.

• POWER EQUIPMENT OPERATORS

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. *License required, crane operators only, per Connecticut General Statutes.

ROOFERS

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

• SHEETMETAL WORKERS

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, facia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air -balancing ancillary to installation and construction.

• SPRINKLER FITTERS

Installation, alteration, maintenance and repair of fire protection sprinkler systems. *License required per Connecticut General Statutes: F-1,2,3,4.

• TILE MARBLE AND TERRAZZO FINISHERS

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

• TRUCK DRIVERS

~How to pay truck drivers delivering asphalt is under <u>REVISION</u>~

Truck Drivers are requires to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. *License required, drivers only, per Connecticut General Statutes.

For example:

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

Any questions regarding the proper classification should be directed to:
Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543.

Statute 31-55a Last Updated: June 02, 2008

You are here: DOL Web Site | Wage and Workplace Issues | Statute 31-55a

- Special Notice -

To All State and Political Subdivisions, Their Agents, and Contractors

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate
 increases directly from the Department of Labor's Web Site. The annual adjustments
 will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. For
 those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

Any questions should be directed to the Contract Compliance Unit, Wage and Workplace

Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

Workplace Laws

Published by the Connecticut Department of Labor, Project Management Office

Notice

To All Mason Contractors and Interested Parties Regarding Construction Pursuant to Section 31-53 of the Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- Laborers (Group 4) Mason Tenders operates forklift solely to assist a mason to a maximum height of nine feet only.
- Power Equipment Operator (Group 9) operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTMATELY ARISE CONCERNIG THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

- Sec. 31-53b. Construction safety and health course. Proof of completion required for employees on public building projects. Enforcement. Regulations. (a) Each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by an political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars, shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268.
- (b) Any employee required to complete a construction safety and health course required under subsection (a) of this section who has not completed the course shall be subject to removal from the worksite if the employee does not provide documentation of having completed such course by the fifteenth day after the date the employee is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.
- (c) Not later than January 1, 2007, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.
- (d) For the purposes of this section, "public building" means a structure, paid for in whole or in part with state funds, within a roof and within exterior walls or fire walls, designed for the housing, shelter, enclosure and support or employment of people, animals or property of any kind, including, but not limited to, sewage treatment plants and water treatment plants, "Public building" does not include site work, roads or bridges, rail lines, parking lots or underground water, sewer or drainage systems including pump houses or other utility systems.

CONNECTICUT DEPARTMENT OF LABOR WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM

I,_		of _	
Officer, Owner, Aut	horized Rep.	_of Company Name	
do hereby certify that the _			
	Co	ompany Name	
-	S	treet	
and all of its subcontracto	City rs will pay all workers	s on the	
	Project Name and	Number	
	Street and City		
the wages as listed in the so attached hereto).	chedule of prevailing	rates required for such project (a c	copy of which is
	Si	gned	_
Subscribed and sworn to be	efore me this	day of	, 2004.
		Notary Public	
Return to:			
Wage & W 200 Folly	it Department of Lab orkplace Standards I Brook Blvd. ld, CT 06109		